

06-15-2000



101382101

05/30/00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Berrenberg Enterprises, Inc., DBA American Polysteel Forms

050800

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization State of Mexico

Receiving Party

Mark if additional names of receiving parties attached

Name American Polysteel, Inc.

DBA/AK/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 5150-F Edith Blvd NE

Address (line 2) \_\_\_\_\_

Address (line 3) Albuquerque  
City

New Mexico  
State/Country

87107  
Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization State of Mexico

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/14/2000 JSHABAZZ 00000203 1980199

FOR OFFICE USE ONLY

01 FC:481

40.00 DA

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002087 FRAME: 0655

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1980199"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

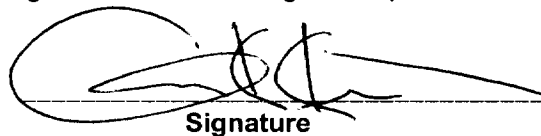
Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Guy K. Krogh

Name of Person Signing



Signature

5-29-00

Date Signed

**THIS TRADEMARK ASSIGNMENT**

dated the 8<sup>th</sup> day of May, 2000.

**B E T W E E N:**

**BERRENBURG ENTERPRISES, INC.,  
d/b/a AMERICAN POLYSTEEL FORMS**

a corporation duly incorporated in  
the State of Mexico  
5150-F Edith Blvd. NE  
Albuquerque, New Mexico 87107

Hereinafter called the "Assignor"

-and-

**AMERICAN POLYSTEEL, INC.**

a corporation duly incorporated in  
the State of Mexico  
5150-F Edith Blvd. NE  
Albuquerque, New Mexico 87107

Hereinafter called the "Assignee"

**WHEREAS**, Assignor by agreement dated on or about the 31st day of December, 1998, did sell, assign and transfer all of its assets and liabilities to Assignee, including its goodwill, business and trademarks; and

**WHEREAS**, Assignee has requested this assignment be executed as confirmation that certain trademarks registered in the United States Patent and Trademark Office be now registered in the name of Assignee;

**NOW, THEREFORE, WITNESS** that in consideration of the sum of One Dollar and 00/100 (\$1.00) and other good and valuable consideration and the mutual covenants and conditions herein contained, the parties mutually covenant and agree as follows:

THALER & THALER  
ATTORNEYS  
& COUNSELORS  
309 NORTH TIOGA ST.  
ITHACA, NEW YORK 14850  
(607) 272-2314

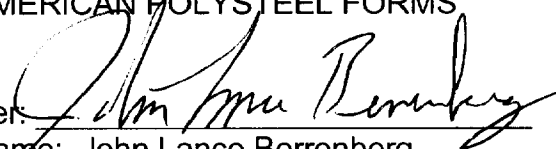
**TRADEMARK  
REEL: 002087 FRAME: 0657**


1. The Assignor does hereby irrevocably sell, assign and transfer all of its right, title and interest in and to the trade-, service and certification marks referenced in Exhibit "A", together with all goodwill and business associated with such marks and the right to sue and recover for past infringement, dilution, and any other violations or impairments of such marks, including any injury to goodwill, or any beneficial incidence of such marks.

**IN WITNESS WHEREOF** Assignor and Assignee have caused these presents to be executed under their corporate seals duly attested to by the hands of its proper officers authorized on that behalf.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

) BERRENBERG ENTERPRISES, INC., d/b/a  
) AMERICAN POLYSTEEL FORMS  
)  
)   
) Per: \_\_\_\_\_  
) Name: John Lance Berrenberg  
) Title: President

) AMERICAN POLYSTEEL, INC.  
)  
)   
) Per: \_\_\_\_\_  
) Name: John Lance Berrenberg  
) Title: President

THALER & THALER  
ATTORNEYS  
& COUNSELORS  
309 NORTH TIOGA ST.  
ITHACA, NEW YORK 14850  
(607) 272-2314

EXHIBIT "A"

MARK

REG. NO.

REG. DATE

**POLYSTEEL**

1980199

6/11/96

THALER & THALER  
ATTORNEYS  
& COUNSELORS  
309 NORTH TIOGA ST.  
ITHACA, NEW YORK 14850  
(607) 272-2314

TRADEMARK  
REEL: 002087 FRAME: 0659

CERTIFICATE of MERGER of  
AMERICAN POLYSTEEL, INC. and  
AMERICAN POLYSTEEL FORMS OF N.Y., INC.  
into  
AMERICAN POLYSTEEL, INC.

Under Section 907 of the Business Corporations Law

The undersigned, John Lance Berrenberg and Terri W. Berrenberg, being the president and secretary, respectively, of American Polysteel, Inc., a New Mexico corporation, and of American Polysteel Forms of N.Y., Inc., a New York corporation, do hereby certify that:

(1) The name of each constituent corporation is American Polysteel, Inc. and American Polysteel Forms of N.Y., Inc.

The name under which American Polysteel, Inc. was formed is Berrenberg Enterprises, Inc.

(2) The name of the surviving corporation is American Polysteel, Inc., and subsequent to the merger its name shall be American Polysteel, Inc.

(3) As to American Polysteel, Inc., the designation and number of outstanding shares of each class and series are: 95,000 of Common Stock. The classes and series entitled to vote are : 95,000 of Common Stock.

As to American Polysteel Forms of N.Y., Inc., the designation and number of outstanding shares of each class and series are: 100 of Common Stock. The classes and series entitled to vote are : 100 of Common Stock.

(4) The merger was authorized with respect to American Polysteel Forms of N.Y., Inc. in the following manner: A plan of merger was adopted by the board of American Polysteel Forms of N.Y., Inc. without a meeting by the consent in writing of all the members of the board to the adoption of a resolution authorizing adoption of the plan. The resolution and written consents thereto by the board members were filed with the minutes of the proceedings of the board. Pursuant to Section 615 of the Business Corporation Law, the plan was adopted on written consent of all of the shareholders entitled to vote thereon.

(5) The jurisdiction of incorporation of American Polysteel, Inc. is the State of New Mexico. This merger is permitted by the laws of that jurisdiction and is in compliance therewith.

(6) The date of incorporation of American Polysteel Inc. is the 30<sup>th</sup> day of December, 1985.

(7) No application by American Polysteel Inc. for authority to do business in the State of New York has been filed by the Department of State. Said American Polysteel

Inc. is not to do business in the State of New York until an application for authority to do business in the State of New York shall have been filed by the Department of State of the State of New York.

(8) The date when the certificate of incorporation of American Polysteel Forms of N.Y., Inc. was filed by the Department of State is the 16<sup>th</sup> day of July, 1991.

(9) The surviving foreign corporation hereby agrees that it may be served with process in New York in any action or special proceeding for the enforcement of any liability or obligation of the constituent domestic corporation, American Polysteel Forms of N.Y., Inc. and for the enforcement, as provided in the Business Corporation Law, of the right of the shareholders of the constituent domestic corporation, American Polysteel Forms of N.Y., Inc., to receive payment for their shares against the surviving foreign corporation.

(10) The surviving foreign corporation, American Polysteel, Inc., further agrees that, subject to the provisions of section 623 of the Business Corporation Law, it will promptly pay to the shareholders of the constituent domestic corporation, American Polysteel Forms of N.Y., Inc., the amount, if any, to which they shall be entitled under the provisions of the Business Corporation Law relating to the right of shareholders to receive payment for their shares.

(11) The surviving foreign corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against said surviving foreign corporation may be served in the manner set forth in Business Corporation Law §306(b) in any action or special proceeding.

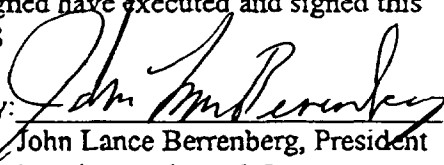
(12) The Secretary of State of the State of New York shall mail a copy of any process served upon him as agent for the surviving corporation to John Lance Berrenberg, American Polysteel, Inc., 5150 F. Edith, NE, Albuquerque, New Mexico 87107.

(13) The merger shall be effective upon filing.

(14) Each of the constituent domestic corporations hereby certifies that all fees and taxes (including penalties and interest) administered by the Department of Taxation and Finance of the State of New York which are now due and payable by each constituent domestic corporation have been paid and a cessation franchise tax report (estimated or final) through the anticipated date of merger has been filed by each constituent domestic corporation. The said report, if estimated, is subject to amendment. The surviving foreign corporation agrees that it will within 30 days after the filing of the certificate of merger file the cessation tax report, if an estimated report was previously filed, and promptly pay to the Department of Taxation and Finance of the State of New York all fees and taxes (including penalties and interest), if any, due to the Department of Taxation and Finance by each constituent domestic corporation

IN WITNESS WHEREOF, the undersigned have executed and signed this certificate this 28<sup>th</sup> day of December, 1998

By:



John Lance Berrenberg, President  
American Polysteel, Inc.  
American Polysteel Forms of N.Y., Inc.

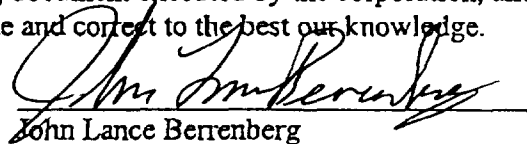
By:



Terri W. Berrenberg, Secretary  
American Polysteel, Inc.  
American Polysteel Forms of N.Y., Inc.

### VERIFICATION

Under penalties of perjury, I declare and affirm that I am one of the above corporate officers who signed the foregoing document executed by the corporation, and that the statements contained therein are true and correct to the best of my knowledge.



John Lance Berrenberg



ARTICLES of MERGER  
of  
AMERICAN POLYSTEEL, INC. and  
AMERICAN POLYSTEEL FORMS OF N.Y., INC.  
into  
AMERICAN POLYSTEEL, INC.

Under Section 53-14-4 of the Business Corporations Law

The undersigned, John Lance Berrenberg and Terri W. Berrenberg, being the president and secretary, respectively, of American Polysteel, Inc., a New Mexico corporation, and of American Polysteel Forms of N.Y., Inc., a New York corporation, do hereby certify that:

(1) that the board of directors of American Polysteel, Inc. and American Polysteel Forms of N.Y., Inc. have adopted the following plan of merger:

**ARTICLE I**

**NAMES OF CONSTITUTENT COPORATIONS**

The name of each constituent corporation is American Polysteel, Inc. and American Polysteel Forms of N.Y., Inc.

The name under which American Polysteel, Inc. was formed is Berrenberg Enterprises, Inc.

The name of the surviving corporation is American Polysteel, Inc., and subsequent to the merger its name shall be American Polysteel, Inc.

**ARTICLE II**

**TERMS AND CONDITIONS**

**1. Conversion of Shares of American Polysteel Forms of N.Y., Inc.** The manner and basis of converting the shares of American Polysteel Forms of N.Y., Inc. into shares, bonds, or other securities of American Polysteel, Inc. shall be as follows: Each share of American Polysteel Forms of N.Y., Inc. outstanding on the effective date of the merger and all rights in respect thereof shall, forthwith upon such effective date, be converted into, and become exchanged for one (1) share of American Polysteel, Inc., and each holder of such shares of American Polysteel Forms of N.Y., Inc. shall thereafter be entitled, upon presentation and surrender to American Polysteel, Inc. or its agent, of the certificate or certificates representing such shares, to receive in exchange therefor a certificate or certificates representing the number of fully paid and non-assessable shares

of American Polysteel, Inc. to which such holder shall be entitled upon the aforesaid basis of conversion and exchange.

**2. By-Laws of the Surviving Corporation.** The By-Laws of the Surviving Corporation, as they exist on the effective date of the merger, shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein.

**3. First Annual Meeting of Surviving Corporation.** The first annual meeting of the shareholders of the Surviving Corporation held after the date when the merger becomes effective, shall be the annual meeting provided or to be provided by the By-Laws thereof for the year 1999.

**4. Meeting of Board of Directors of Surviving Corporation.** The first meeting of the Board of Directors of the Surviving Corporation to be held after the date when the merger shall become effective may be called or may convene in the manner provided in the By-Laws of the Surviving Corporation and may be held at the time and place specified in the notice of the meeting.

**5. Officers of the Surviving Corporation.** All persons who shall be officers of the Surviving Corporation on the effective date of the merger shall be and remain in the same respective offices until the board of directors of the Surviving Corporation shall elect or appoint their successors.

### ARTICLE III

#### AMENDMENTS TO CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

There are no amendments or changes in the certificate of incorporation of the surviving corporation to effected by the merger.

(2) that the vote of shareholders is not required by virtue of Subsection D of Section 53-14-3 New Mexico Statutes Annotated.

### ARTICLE IV

#### MISCELLANEOUS PROVISIONS

**1. Effective Date of the Merger.** The effective date of the merger shall be December 31, 1998.

**2. Expenses of the Merger.** The surviving corporation shall pay all the expenses of carrying this plan into effect and of accomplishing the merger.

By: *John Lance Berrenberg*  
 John Lance Berrenberg, President  
 American Polysteel, Inc.  
 American Polysteel Forms of N.Y., Inc.

By: *Terri W. Berrenberg*  
 Terri W. Berrenberg, Secretary  
 American Polysteel, Inc.  
 American Polysteel Forms of N.Y., Inc.

**VERIFICATION**

Under penalties of perjury, I declare and affirm that I am one of the above corporate officers who signed the foregoing document executed by the corporation, and that the statements contained therein are true and correct to the best of our knowledge.

*John Lance Berrenberg*  
 John Lance Berrenberg