

FORM PTO-1618A  
OMB 0651-0027

03-01-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

2.20.01 REC



ET

101624000

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

Submission Type	Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID#	<input type="checkbox"/> Security Agreement	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Correction of PTO Error Reel #            Frame #	<input type="checkbox"/> Nunc Pro Tunc Assignment	<input checked="" type="checkbox"/> Effective Date Month Day Year
<input type="checkbox"/> Corrective Document  Reel #            Frame #	<input type="checkbox"/> Change of Name	<input type="checkbox"/> Other
		<input type="text" value="01/02/2001"/>

**Conveying Party(ies)**  Mark if additional names of conveying parties attached

Name  Execution Date   
 Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship/State of Incorporation/Organization:

**Receiving Party**

Name  DBA/AKATA:

Composed of:

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership  
 Corporation     Association

Other

Citizenship/State of Incorporation/Organization:

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 is attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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

03/02/2001 GTON11 00000039 2152936

01 FC:481 40.00 OP

02 FC:482 25.00 OP

03 FC:998

TRADEMARK  
REEL: 002242 FRAME: 0106

FORM PTO-1618B  
Expires 6-30-99, OMB 0651-0027

Page 2

**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  
(317) 634-3456

Name

**Joseph A. Naughton**

Address (line 1)

**Woodard, Emhardt, Naughton, Moriarty & McNett**

Address (line 2)

**111 Monument Circle, Suite 3700**

Address (line 3)

**Bank One Center/Tower**

Address (line 4)

**Indianapolis, Indiana 46204-5137****Pages**

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

# 9

**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)**

2,152,936

1,626,942

**Number of properties**

Enter the total number of properties involved

# 2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 80.00

Method of Payment:

Deposit Account

Enclosed



Deposit Account



Deposit Account

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

Deposit Account Number: 20-3030

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.

Joseph A. Naughton

**Name of Person Signing****Signature****Date**

**AGREEMENT AND PLAN OF MERGER  
BY AND BETWEEN  
TRANSPORTATION SAFETY DEVICES, INC.  
AND  
TRANSPORTATION SAFETY TECHNOLOGIES, INC.**

This Agreement and Plan of Merger (this "Agreement") is made and entered into this 2nd day of January, 2001, by and between Transportation Safety Devices, Inc., an Indiana corporation (the "Merging Corporation") and Transportation Safety Technologies, Inc., a Delaware corporation (the "Surviving Corporation" and together with the Merging Corporation the "Constituent Entities").

**RECITALS**

A. The Surviving Corporation is a corporation organized under the laws of the State of Delaware with its principal office located at 101 Tech Way, Cynthiana, Kentucky 41031.

B. The Merging Corporation is a corporation organized under the laws of the State of Indiana with its principal office located at 2400 Roosevelt Avenue, Indianapolis, Indiana 46218.

C. The Surviving Corporation owns one hundred percent (100%) of the issued and outstanding stock of the Merging Corporation.

E. The Merging Corporation's authorized capital stock consists of 1,000 shares of common stock, no par value, of which 180 shares are issued and outstanding.

F. The laws of the state of Delaware permit a merger of the Constituent Entities.

G. **The board of directors of the Merging Corporation and the Surviving Corporation both have determined that it is advisable and for the benefit of each of the Constituent Entities and their respective shareholders that the Merging Corporation be merged with and into the Surviving Corporation on the terms and conditions hereinafter set forth, and by resolutions have duly adopted the terms and conditions of this Agreement and directed that the proposed merger be submitted to the shareholders of the Merging Corporation and the Surviving Corporation, and recommended to such shareholders approval of the terms and conditions hereinafter set forth.**

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the General Corporation Law of Delaware, that the Merging Corporation shall be and hereby is, at the Effective Time (as hereinafter defined), merged with and into the Surviving Corporation, with the corporate existence of the Surviving Corporation to be continued under the name " Transportation Safety Technologies, Inc." and that

the terms and conditions of the merger hereby agreed upon, and the mode of carrying the same into effect, shall be as follows:

Section 1.  
Merger

1.1 At the Effective Time, the Merging Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall continue in existence and the merger shall in all respects have the effect provided for in the applicable sections of the General Corporation Law of Delaware.

1.2 Without limiting the foregoing, at and after the Effective Time, the separate existence of the Merging Corporation shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by the Merging Corporation shall be vested in the Surviving Corporation without reversion or impairment, and the Surviving Corporation shall assume all liabilities of the Merging Corporation.

1.3 Prior to and from and after the Effective Time, the Constituent Entities shall take all such action as shall be necessary or appropriate to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of the Merging Corporation, the last acting officers of the Merging Corporation, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2.  
Terms of Transaction

2.1 At the Effective Time:

(a) Each share of the Merging Corporation stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares, as defined in Section 2.3 hereof) shall be cancelled.

(b) Each share issued and outstanding in the Surviving Corporation shall remain a share issued and outstanding in the Surviving Corporation.

2.2 After the Effective Time, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of the Merging Corporation stock shall surrender such certificate or certificates to the Surviving Corporation. The surrendered shares shall be canceled.

2.3 Notwithstanding any provision of this Agreement to the contrary, the Surviving Corporation as the sole shareholder of the Merging Corporation hereby waives any and all dissenters or appraisal rights that it may have in connection with the merger.

Section 3.  
Directors and Officers

The persons who are directors and officers of the Surviving Corporation immediately prior to the Effective Time shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the By-Laws of the Surviving Corporation.

Section 4.  
Certificate of Incorporation and By-Laws

4.1 From and after the Effective Time, the Certificate of Incorporation of the Surviving Corporation, as in effect at such time, shall be the Certificate of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Time, the By-Laws of the Surviving Corporation, as in effect at such time, shall be the By-Laws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5.  
Effectiveness of Merger

5.1 The board of directors and officers of each Constituent Entity are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective upon the filing of this Agreement with the Delaware Secretary of State (the "Effective Time").

5.2 Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Merging Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merging Corporation respectively.

Section 6.  
Termination

At any time prior to the filing of the Certificate of Merger with the Secretary of State of Delaware, the board of directors of the Merging Corporation or of the Surviving Corporation may terminate and abandon this Agreement, notwithstanding earlier approval by the boards of directors of the Constituent Entities. Without limiting the generality of the foregoing, the board of directors of the Merging Corporation or the Surviving Corporation may terminate and abandon this Agreement at any time prior to such filing, if more than fifty percent (50%) of the holders of shares of the Merging Corporation or the Surviving Corporation exercise their dissenters' rights pursuant to the laws of Delaware in connection with the merger.

Section 7.  
Miscellaneous

7.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to its conflicts of law doctrines).

7.3 In the event one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understanding or agreements, oral or written, which pertain to the subject matter hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers, as of the date hereinabove first written.

**MERGING CORPORATION:**

TRANSPORTATION SAFETY DEVICES, INC.  
an Indiana corporation

By: James A. Thompson

Title: President

ACKNOWLEDGMENT

STATE OF Kentucky  
COUNTY OF Fayette

On this 2<sup>nd</sup> day of January 2001, James A. Thompson, President of Transportation Safety Devices, Inc. appeared before me, Ryan L. Rice, a Notary Public of the State of Kentucky, at large, and after first being sworn by me, acknowledged that (a) he executed this Agreement and Plan of Merger on behalf of Transportation Safety Devices, Inc. by authority of its board of directors, (b) that the facts stated in the Agreement and Plan of Merger are true, and (c) that the Agreement and Plan of Merger is the free and voluntary act and deed of Transportation Safety Devices, Inc.

IN WITNESS WHEREOF, I have affixed my name and seal this 2<sup>nd</sup> day of January, 2001.

Ryan L. Rice  
NOTARY PUBLIC  
My Commission Expires: June 9, 2004

(Notary Seal)

SURVIVING CORPORATION:

TRANSPORTATION SAFETY  
TECHNOLOGIES, INC.,  
a Delaware corporation

By: James A. Thompson

Title: President

ACKNOWLEDGMENT

STATE OF Kentucky  
COUNTY OF Fayette

On this 2<sup>nd</sup> day of ~~December, 2000~~ January 2001, James A. Thompson President of Transportation Safety Technologies, Inc., appeared before me, Ryan L. Rice, a Notary Public of the State of Kentucky, at large, and after first being sworn by me, acknowledged that (a) he executed this Agreement and Plan of Merger on behalf of Transportation Safety Technologies, Inc., by authority of its board of directors, (b) that the facts stated in the Agreement and Plan of Merger are true, and (c) that the Agreement and Plan of Merger is the free and voluntary act and deed of Transportation Safety Technologies, Inc.

2001 IN WITNESS WHEREOF, I have affixed my name and seal this 2<sup>nd</sup> day of ~~December~~ January, 2000.

Ryan L. Rice  
NOTARY PUBLIC

My Commission Expires: June 9, 2004

(Notary Seal)



# WOODARD, EMHARDT, NAUGHTON, MORIARTY & MCNETT

HAROLD R. WOODARD  
C. DAVID EMHARDT  
JOSEPH A. NAUGHTON  
JACK V. MORIARTY  
JOHN C. MCNETT  
THOMAS Q. HENRY  
JAMES M. DURLACHER  
CHARLES R. REEVES  
VINCENT O. WAGNER  
STEVE ZLATOS  
SPIRO BEREVESKOS  
WILLIAM F. BAHRET  
CLIFFORD W. BROWNING

R. RANDALL FRISK  
DANIEL J. LUEDERS  
KENNETH A. GANDY  
TIMOTHY N. THOMAS  
KERRY P. SISSELMAN  
KURT N. JONES  
JOHN H. ALLIE  
HOLIDAY W. BANTA  
TROY J. COLE  
L. SCOTT PAYNTER  
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ARTHUR J. USHER IV  
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JAMES B. MYERS JR.  
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JAMES L. ROWE  
SCOTT J. STEVENS  
OF COUNSEL  
LINDA S. W. CONRAD  
STAFF ATTORNEY  
CHARLES P. JACOBS  
(1837-1892)  
VIRGIL H. LOCKWOOD  
(1860-1932)  
RALPH G. LOCKWOOD  
(1890-1957)

February 14, 2001

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513  
ATTN: ASSIGNMENT DIVISION

Re: Federal Trademark Registrations  
No. 1,626,942 – Issued December 11, 1990  
TSD and Design (Our Ref.: 4050-3)  
No. 2,152,936 – Issued April 21, 1998  
POWERED RIGHT (Our Ref.: 4050-4)

Sir:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on February 14, 2001

(Date of Deposit)

Joseph A. Naughton

Name of Registered Representative

*Joseph A. Naughton*  
Signature

February 14, 2001

Date of Signature

Attached are Articles of Merger of Transportation Safety Devices, Inc. into Transportation Safety Technologies, Inc., to be recorded in the Patent and Trademark Office records for the two above-referenced federal trademark registrations. Please record same. Also enclosed is our check in the amount of \$80.00 to cover the fee for recording the merger document for the two registrations. Any additional necessary fees may be charged to Deposit Account No. 23-3030.

Respectfully Submitted,

By: *Joseph A. Naughton*  
Joseph A. Naughton

405-3:Judy:117706:jj  
Enclosures

TRADEMARK  
REEL: 002242 FRAME: 0114



ARTICLES OF MERGER

State Form 39036 RS-2-87
Approved by State Board of Accounts, 1995

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Room E918
Indianapolis, IN 46204
Telephone: (317) 233-6576

Indiana Code 23-1-40-1 et. seq.

FILING FEE: \$90.00

INSTRUCTIONS: Use 3 1/2" x 11" white paper for inserts.
Present original and two (2) copies to address in upper right corner of this form.
Please TYPE or PRINT.
Upon completion of filing the Secretary of State will issue a receipt.

ARTICLES OF MERGER / SHARE EXCHANGE
OF
Transportation Safety Devices, Inc.
(hereinafter "the non-surviving corporation(s)")
INTO
Transportation Safety Technologies, Inc.
(hereinafter "the surviving corporation")

APPROVED

IND. SECRETARY

STATE

ARTICLE I - SURVIVING CORPORATION

The name of the corporation surviving the merger is Transportation Safety Technologies, Inc.
and such name [ ] has [X] has not designate which) been changed as a result of the merger.

- a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on
b. The surviving corporation is a foreign corporation incorporated under the laws of the State of Delaware and
[ ] qualified [X] not qualified designate which) to do business in Indiana.
If the surviving corporation is qualified to do business in Indiana, state the date of qualification: N/A
(If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".)

ARTICLE II - NON-SURVIVING CORPORATION(S)

The name, state of incorporation, and date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Table with 2 columns: Name of Corporation, State of Domicile, Date of Incorporation or qualification in Indiana (if applicable). Row 1: Transportation Safety Devices, Inc., Indiana, January 22, 1968.

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A" attached hereto and made a part hereof.

ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

2000

- A. Unanimous written consent executed on \_\_\_\_\_ and signed by all shareholders entitled to vote.
- B. ~~Unanimous written consent~~
- C. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on \_\_\_\_\_ 19 \_\_\_\_ and signed by all shareholders entitled to vote.
- B. ~~Unanimous written consent~~
- C. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

I, Witness Whereof, the undersigned being the President of the surviving

Officer or Chairman of Board

corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained

herein are true, this 2<sup>nd</sup> day of February, 2001

Signature

Printed name

*James R. Thompson*

JAMES R. THOMPSON

**EXHIBIT A**  
**ATTACHED**