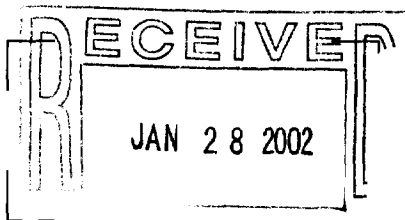


FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



02-06-2002  
101973687

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New 1-28-02
- 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
- Merger Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association

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.)

Citizenship/State of Incorporation/Organization

02/05/2002 LMUELLER 00000160 1667328

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 002437 FRAME: 0920

**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" value="1667328"/>
<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.

Ralph H. Lane

*Ralph H. Lane*

*November 15, 2001*

Name of Person Signing

Signature

Date Signed

FEDERAL NO. #84-0636929  
FEDERAL NO. #33-0176258  
FEDERAL IDENTIFICATION NO. 04-2391557  
FEDERAL IDENTIFICATION NO. 04-1138570

# The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY  
*Secretary of State*  
ONE ASHBURTON PLACE  
BOSTON, MASS. 02108

*Ref*  
Examiner

## ARTICLES OF ~~CONSOLIDATION~~\* MERGER\* PURSUANT TO GENERAL LAWS, CHAPTER 156B, SECTION 79

The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114.  
Make checks payable to the Commonwealth of Massachusetts.

### CONSOLIDATION\* MERGER\* OF

- (M) Butcher Holding Company, Inc. (a Mass. corporation)
- (M) The Butcher Polisa Company of Colorado, Inc. (Not reg) (a Colorado corporation)
- Warco Laboratories Company, Inc. (a Calif corporation) (Not reg)
- (M) Graham/Cleantech, Inc. (a Mass. corporation)
- (S) The Butcher Company, Inc. (a Mass. corporation) (04113570)

the constituent corporations

into (S) The Butcher Company, Inc. (04113570)

Massachusetts

the ~~resulting~~\* surviving\* corporation organized under the laws of \_\_\_\_\_ as specified in the agreement referred to in Paragraph I below.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~consolidation~~\* merger\* has been duly adopted in compliance with the requirements of subsections (b) and (c) of General Laws, Chapter 156B, Section 79, and will be kept as provided by subsection (c) thereof. The ~~resulting~~\* surviving\* corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~consolidation~~\* merger\* determined pursuant to the agreement referred to in paragraph I shall be March 31, 1990

3. (For a merger)

\*\* The following amendments to the articles of organization of the SURVIVING corporation to be effected pursuant to the agreement of merger referred to in paragraph I are as follows:

*See page 2, items (i), (c) and (A)*

(For a consolidation)

~~(a) x x l l o c k p o r t p r o v i d e x x s u b s t a n t i a l l y t o b e t a k e n i n t o c o n s i d e r a t i o n i n t h e a r t i c l e s o f o r g a n i z a t i o n o f t h e s u r v i v i n g c o r p o r a t i o n~~

\*Delete the inapplicable words.  
\*\*If there are no provisions state "NONE"

NOTE: If the space provided under article 3 is insufficient, additions shall be set forth on separate 8 1/2 x 11 inch sheets of paper, leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

10  
P C

(b) The total number of shares and the par value, if any, of each class of stock which the <sup>Surviving</sup> resulting corporation is authorized is as follows:

CLASS OF STOCK	WITHOUT PAR VALUE	WITH PAR VALUE		
	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred	None	None		\$.
Common A	None	5,000	\$.10	\$500.00
Common B <small>Common</small>	None	5,000	\$.10	\$500.00

\*\* (c) If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established. Common A is Common Stock with one vote per share.

Common B is identical to Common A except that is non-voting.

\*\* (d) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, for restrictions upon the transfer of shares of stock of any class, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Rider A attached hereto and incorporated herein.

4. (This paragraph 4 may be deleted if the ~~resulting~~ surviving corporation is organized under the laws of a state other than Massachusetts.)

The following information shall not for any purpose be treated as a permanent part of the articles of organization of the ~~resulting~~ surviving corporation.

(a) The post office address of the principal office of the ~~resulting~~ surviving corporation in Massachusetts is:

120 Bartlett Street, Marlborough MA 01757

(b) The name, residence and post office address of each of the directors and President, Treasurer and Clerk of the ~~resulting~~ surviving corporation is as follows:

Name	Residence	Post Office Address
President	see Rider B	attached hereto and incorporated herein.
Treasurer		
Clerk		
Directors		

(c) The date adopted on which the fiscal year of the ~~resulting~~ surviving corporation ends is: March 31

(d) The date fixed in the by-laws for the Annual Meeting of stockholders of the ~~resulting~~ surviving corporation is: the second Tuesday in March

\*Delete the inapplicable words

\*\*If there are no provisions state "NONE"

NOTE: If the space provided under article 3 is insufficient, additions shall be set forth on separate 8 1/2 x 11 inch sheets of paper, leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

RIDER A

**RESTRICTIONS ON TRANSFERS OF STOCK**

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer stock owned by him or them, shall first offer it to the Corporation through the Board of Directors as hereinafter provided.

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereafter either accept the offer, or by notice to him in writing name a second arbitrator and these two shall name a third. It shall then be the duty of the arbitrators to determine the fair market value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the fair market value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the Corporation shall not have exercised its right to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive these provisions.

#### PROVISIONS AS TO INTERCOMPANY DEALINGS

The Corporation may enter into contracts or transact business with one or more of its Directors, officers, or stockholders or with any corporation, organization or other concern in which any one or more of its Directors, officers or stockholders are Directors, officers, shareholders, or otherwise interested and other contracts or transactions in which any one or more of its Directors, officers or stockholders is in any way interested; and, in the absence of fraud, no such contract or transaction, shall be invalidated or in any way affected by the fact that such Directors, officers, or stockholders of the Corporation have or may have interests in which are or might be adverse to the interest of the Corporation even though the vote or actions of Directors, officers or stockholders having such adverse interests may have been necessary to obligate the Corporation upon such contract or transaction. At any meeting of the Board of Directors of the Corporation (or any duly authorized committee thereof) any such Director or Directors may vote or act thereat with like force and effect as if he had no such interest, provided, in such case the nature of such interest (though not necessarily the extent or details thereof), shall be disclosed or shall have been known to the Directors or a majority thereof. A general notice that a Director or officer is interested in any corporation or other concern of any kind referred to shall be sufficient disclosure as to such Director or officer with respect to all contracts and transactions with such corporation or other concern. No Director shall be disqualified from holding office as Director or officer of the Corporation by reason of any such adverse interest, unless the interest is detrimental to the Corporation. In the absence of fraud, no Director, officer or stockholder having such adverse interest shall be liable to the Corporation or to any stockholder or creditor thereof or to any other person for any loss incurred by it under or by reasons of such contract or transaction, nor shall any such Director, officer or stockholder be accountable for any gains or profits realized thereon.

#### INDEMNIFICATION OF DIRECTORS AND OFFICERS

Except as otherwise provided below, the Corporation shall, to the extent legally permissible, indemnify each person who is, or shall have been, a Director or officer of the Corporation or who is serving, or shall have served, at the request of the Corporation, as a Director or officer of another organization or in any capacity with respect to any employee

benefit plan of the Corporation against all liabilities and expenses (including judgments, fines, penalties and attorneys' fees and all amounts paid, other than to the Corporation or such other organization, in compromise or settlement) imposed upon or incurred by any such person in connection with, or arising out of, the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be a defendant or with which he may be threatened or otherwise involved, directly or indirectly, by reason of his being or having been a Director or officer or as a result of his serving or having served with respect to any such employee benefit plan.

The Corporation shall provide no indemnification with respect to any matter as to which any such Director, officer or other person shall be finally adjudicated in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation or, to the extent such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan. The Corporation shall provide no indemnification with respect to any matter settled or compromised, pursuant to a consent decree or otherwise, unless such settlement or compromise shall have been approved as in the best interests of the Corporation or, to the extent such matter relates to service with respect to any employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan, after notice that indemnification is involved by (i) a disinterested majority of the Board of Directors or (ii) the holders of a majority of the outstanding stock entitled to elect Directors, voting as a single class, exclusive of any stock owned by any interested Director, officer or other person.

Indemnification may include payment by the Corporation of expenses in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding upon receipt of an undertaking by the person indemnified to repay such payment if it is ultimately determined that such person is not entitled to indemnification under this Article.

As used in this article, the terms "Director", "officer" and "person" include their respective heirs, executors, administrators and legal representatives, and an "interested" Director, officer or person is one against whom in such capacity the proceeding in question or another proceeding on the same or similar grounds is then pending.

The rights of indemnification and advancement of expenses provided in this Article shall not be exclusive of or affect any other rights to which any Director, officer or other person may be entitled under any agreement, statute, vote of stockholders or otherwise. The Corporation's obligation to provide indemnification under this Article shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Corporation or any other person. Nothing contained in this Article shall affect any rights to which corporate personnel other than Director and officers may be entitled by contract or otherwise.

#### LIMITATION OF DIRECTOR LIABILITY

No Director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate the liability of a Director, to the extent that such liability is imposed by applicable law, (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for intentional misconduct or a knowing violation of law under Sections 61 or 62 of the Massachusetts Business Corporation Law, or (iii) for any transaction from which the Director derived an improper personal benefit. This provision shall not eliminate the liability of a Director for any act or omission occurring prior to the date upon which this provision becomes effective. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any Director for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.

#### AMENDMENT OF BYLAWS

Except with respect to any provision thereof which by law, the Articles of Organization or the Bylaws requires action by the stockholders, the Board of Directors may amend the Bylaws in the manner provided therein.

#### STOCKHOLDERS' MEETINGS

The meetings of stockholders may be held anywhere within the United States.

#### PARTNERSHIP

The Corporation may be a partner in any business enterprise which said Corporation would have power to conduct by itself.



RIDER "B"

OFFICERS:

James R. Nelson  
36 South Shaker Road  
Harvard, MA 01451

President

Paul P. McLaughlin  
1196 Lowell Road  
Concord, MA 01742

Vice President, Treasurer

Walter D. Wekstein  
282 Beacon Street  
Boston, MA 02116

Clerk

DIRECTORS:

James R. Nelson  
AS ABOVE

Leonard S. Rose  
Burning Bush Road  
Boxford, MA 01921

John Gliedman  
333 Central Park West  
New York City, NY 10025

William Sahlman  
77 Viles Street  
Weston, MA 02193

Haradon Beatty  
8200 East Belleview Avenue  
Englewood, CO 80111

Charles Butcher  
595 Aurora Avenue  
Boulder, CO 30302

Walter D. Wekstein  
AS ABOVE

Abraham Zaleznik  
151 Follen Road  
Lexington, MA 02173

FOR MASSACHUSETTS CORPORATIONS

The undersigned ~~XXXXXX~~ Vice President\* and Clerk\* ~~XXXXXXXXXX~~ of Graham/Cleantech, Inc. a corporation organized under the laws of Massachusetts further state under the penalties of perjury that the agreement of ~~XXXXXXXXXX~~ merger\* referred to in paragraph 1 has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 79.

*James R. Nelson* ~~XXXXXX~~ Vice President\*  
*Walter D. Weinstein* Clerk\* ~~XXXXXXXXXX~~

FOR MASSACHUSETTS CORPORATIONS

The undersigned President\* ~~XXXXXXXXXX~~ and Clerk\* ~~XXXXXXXXXX~~ of The Butcher Company, Inc. a corporation organized under the laws of Massachusetts further state under the penalties of perjury that the agreement of ~~XXXXXXXXXX~~ merger\* referred to in paragraph 1 has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 79.

*James R. Nelson* President\* ~~XXXX~~ ~~XXXXXXXXXX~~  
*Walter D. Weinstein* Clerk\* ~~XXXXXXXXXX~~

FOR CORPORATIONS ORGANIZED OTHER THAN IN MASSACHUSETTS

The undersigned                      Vice President \* and                      Secretary \*\* of                      Marco Laboratories Company, Inc. a corporation organized under the laws of                      California further state under the penalties of perjury that the agreement of ~~XXXXXXXXXX~~ merger\* referred to in paragraph 1, has been duly adopted by such corporation in the manner required by the laws of                      California

*James R. Nelson* \*, Vice President  
*Mitchell H. Cohen* \*\*, Secretary

\*Delete the inapplicable words.  
\*Specify the officer having powers and duties corresponding to those of the President or Vice President of a Massachusetts corporation organized under General Laws, Chapter 156B.  
\*\*Specify the officer having power and duties corresponding to the Clerk or Assistant Clerk of such a Massachusetts corporation

5. (This paragraph 5 may be deleted if the resulting\* surviving\* corporation is organized under the laws of Massachusetts)

~~The resulting\* surviving\* corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent foreign corporation qualified under General Laws Chapter 181, and any obligations hereafter incurred by the resulting\* surviving\* corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.~~

\*Delete the inapplicable words.

FOR MASSACHUSETTS CORPORATIONS

The undersigned President\* ~~XXXXXXXXXX~~ and Clerk\* ~~XXXXXXXXXX~~ of Butcher Holding Company, Inc. a corporation organized under the laws of Massachusetts further state under the penalties of perjury that the agreement of consolidation\* merger\* referred to in paragraph 1 has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 79.

*Shub Butcher* President\* ~~XXXXXXXXXX~~  
*Walter D Weinstein* Clerk\* ~~XXXXXXXXXX~~

FOR CORPORATIONS ORGANIZED OTHER THAN IN MASSACHUSETTS

The undersigned ..... President ..... \* and ..... Assistant Secretary ..... \*\*  
of The Butcher Polish Company of Colorado, Inc. .... a corporation organized under the laws of Colorado ..... further state under the penalties of perjury that the agreement of ~~XXXXXXXXXX~~\* merger\* referred to in paragraph 1, has been duly adopted by such corporation in the manner required by the laws of ..... Colorado

*Shub Butcher* +, President  
*Walter D Weinstein*, Assistant Secretary

\*Delete the inapplicable words.

\*Specify the officer having powers and duties corresponding to those of the President or Vice President of a Massachusetts corporation organized under General Laws, Chapter 156B

\*\*Specify the officer having power and duties corresponding to the Clerk or Assistant Clerk of such a Massachusetts corporation

THE COMMONWEALTH OF MASSACHUSETTS  
ARTICLES OF CONSOLIDATION\* MERGER\*  
(General Laws, Chapter 156B, Section 79)

1999 MAR 28

I hereby approve the within articles of consolidation\* merger\* and, the filing fee in the amount of \$ 250.00 having been paid, said articles are deemed to have been filed with me this 29th day of March, 1990.

Effective Date MARCH 31, 1990

MICHAEL JOSEPH CONNOLLY  
Secretary of State

10/30/01 CO

TO BE FILLED IN BY CORPORATION  
Photocopy of Articles of Merger To Be Sent

TO:

Mary F. Getting

Gadsby & Hannah

125 Summer Street, Boston MA 02110

(617)345-7000

Telephone

Copy Mailed

\*Delete the inapplicable words.