

102269275

RECEIVED
NOV 03 2002 11:07

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

FINANCE SECTION

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

Submission Type

- New 10-30-02
- 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
10012000
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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

FOR OFFICE USE ONLY

10/31/2002 DBYRNE 00000267 2320073

01 FD-8521

40.00 DP

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

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)

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:

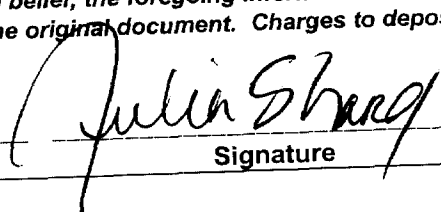
Yes

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.

Julia Spoor Gard
Name of Person Signing



Signature

10/22/2002
Date Signed

**State of Indiana
Office of the Secretary of State**

**CERTIFICATE OF MERGER
of
FINISHMASTER, INC.**

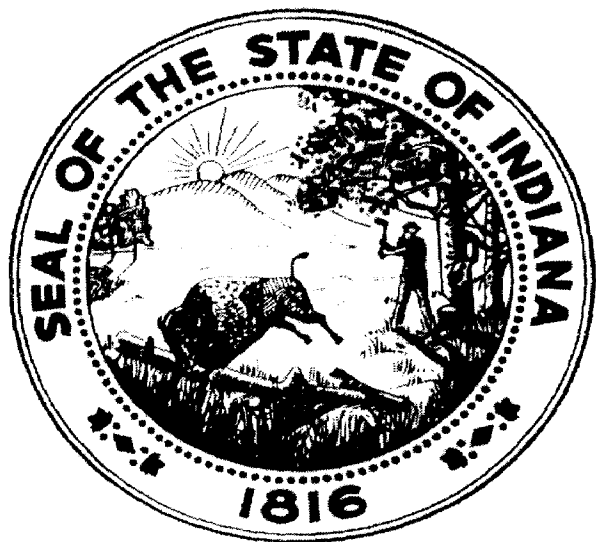
I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

AN ENTITY NOT QUALIFIED IN INDIANA
a(n) Delaware For-Profit Foreign Corporation qualified in Indiana

merged with and into the surviving entity:
FINISHMASTER, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, September 29, 2000.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 29, 2000.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

1996110596 / 2000112062612

1996110596

APPROVED

RECEIVED

AND FILED

ARTICLES OF MERGER OF

REGISTRATION DIV.

THOMPSON PBE, INC., A DELAWARE CORPORATION,

IND. SECRETARY OF STATE

INTO

FINISHMASTER, INC., AN INDIANA CORPORATION

NOV 13 1996

The undersigned, FINISHMASTER, INC., an Indiana corporation (the "Surviving Corporation"), and THOMPSON PBE, INC., a Delaware corporation (the "Merging Corporation"), in compliance with the requirements of the General Corporation Law of Delaware (the "Delaware Act") and the Indiana Business Corporation Law (the "Indiana Act"), and desiring to effect a merger of the Merging Corporation into the Surviving Corporation, and acting by their respective duly authorized officers, hereby set forth the following facts:

ARTICLE I
Surviving Corporation

- A. The current name of the corporation surviving the merger is FinishMaster, Inc.
- B. The Surviving Corporation is an Indiana corporation and shall continue to be governed by the provisions of the Indiana Act.

ARTICLE II
Merging Corporation

- A. The name of the corporation merging into the Surviving Corporation is Thompson PBE, Inc.
- B. The Merging Corporation is a Delaware corporation existing pursuant to the provisions of the Delaware Act.

ARTICLE III
Plan of Merger

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Plan") is set forth as Exhibit A to these Articles of Merger.

ARTICLE IV
Effective Time

Pursuant to IND. CODE § 23-1-40-5(b), Section 251 of the General Corporation Law of Delaware, and the terms of the Plan, the effective time of the merger shall be 12:00 a.m. (local time) on October 1, 2000.

ARTICLE V
Manner of Adoption and Vote

A. Action by the Surviving Corporation:

1. Approval by the Board of Directors: By written consent dated as of September 29, 2000, the Board of Directors of the Surviving Corporation adopted resolutions approving the Plan, and thereupon authorizing the execution of the Plan by the officers of the Surviving Corporation, for and on its behalf.
2. Shareholder Vote Not Required. The merger was adopted by the Board of Directors without Shareholder action and Shareholder action was not required.

B. Action by the Merging Corporation:

1. Approval by the Board of Directors: By written consent dated as of September 29, 2000, the Board of Directors of the Merging Corporation adopted resolutions approving the Plan, recommending that it be submitted to the Sole Shareholder of the Merging Corporation for approval, and thereupon authorizing the execution of the Plan by the officers of the Merging Corporation, for and on its behalf.
2. Approval by the Shareholders: The Sole Shareholder of the Merging Corporation, by written consent dated as of September 29, 2000, adopted and approved the Plan and authorized the merger contemplated thereby.

- C. Compliance with Legal Requirements: The manner of the adoption of the Plan, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Delaware Act, the Indiana Act, the Certificate of Incorporation or the Articles of Incorporation and the Code of By-Laws of each of the Surviving Corporation and the Merging Corporation.

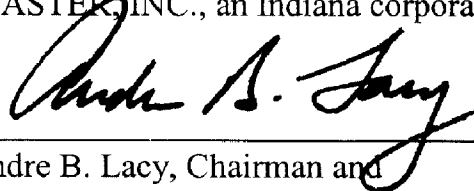
[signature page follows]

The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

IN WITNESS WHEREOF, FinishMaster, Inc., an Indiana corporation, and Thompson PBE, Inc., a Delaware corporation, have caused these Articles of Merger to be executed in its name and on its behalf by its duly authorized officers, this 29th day of September, 2000.

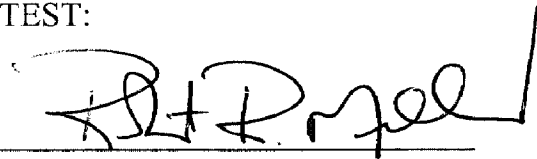
FINISHMASTER, INC., an Indiana corporation

By:



Andre B. Lacy, Chairman and
Chief Executive Officer

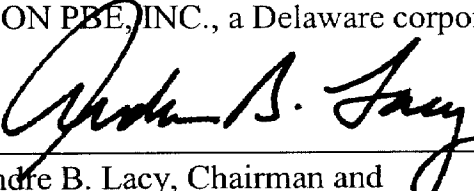
ATTEST:



Robert R. Millard, Secretary

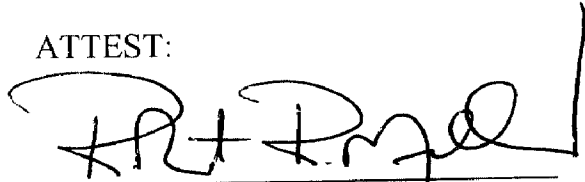
THOMPSON PBE, INC., a Delaware corporation

By:



Andre B. Lacy, Chairman and
Chief Executive Officer

ATTEST:



Robert R. Millard, Secretary

**AGREEMENT AND PLAN OF MERGER
OF
THOMPSON PBE, INC. (A DELAWARE CORPORATION)
INTO
FINISHMASTER, INC. (AN INDIANA CORPORATION)**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated as of this 29th day of September, 2000, is by and between FinishMaster, Inc., an Indiana corporation (the "Surviving Corporation"), and Thompson PBE, Inc., a Delaware corporation (the "Merging Corporation"), pursuant to the provisions of the General Corporation Law of the State of Delaware (the "Delaware Act") and the Indiana Business Corporation Law (the "Indiana Act").

RECITALS

WHEREAS, the Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana;

WHEREAS, the Merging Corporation is a corporation duly organized and in good standing under the laws of the State of Delaware;

WHEREAS, the Merging Corporation has authority to issue one thousand (1,000) shares of common stock, par value \$.001 per share, of which a total of ten (10) shares are issued and outstanding;

WHEREAS, the Surviving Corporation owns one hundred percent (100%) of the issued and outstanding shares of common stock of the Merging Corporation;

WHEREAS, the Board of Directors of the Surviving Corporation and the Merging Corporation (the "Constituent Corporations") have determined that it is advisable and in the best interests of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the laws of the respective jurisdictions of the Constituent Corporations;

WHEREAS, the respective Boards of Directors of the Constituent Corporations have approved and adopted this Merger Agreement; and

WHEREAS, the sole shareholder of the Merging Corporation has approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, each of the Constituent Corporations hereby approves the following Merger Agreement:

ARTICLE 1
The Merger and Its Effective Time

Section 1.01. The Merger. The Merging Corporation and the Surviving Corporation shall be merged into a single corporation in accordance with the applicable laws of the respective jurisdictions of the Constituent Corporations (the "Merger").

Section 1.02. Effective Time. The effective time and date of the Merger shall be 12:00 a.m. Eastern Standard Time on October 1, 2000 (the "Effective Time").

Section 1.03. Survival of the Merger. At the Effective Time, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall survive the Merger and continue to be an Indiana corporation.

ARTICLE 2
Certificate of Incorporation and By-Laws

Section 2.01. Certificate of Incorporation. On and after the Effective Time, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of the Surviving Corporation (the "Surviving Articles"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Corporation to amend the Surviving Articles in accordance with the laws of the State of Indiana and the Surviving Articles.

Section 2.02. Code of By-Laws. On and after the Effective Time, the Code of By-Laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall constitute the Code of By-Laws of the Surviving Corporation (the "Surviving By-Laws"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving By-Laws in accordance with the laws of the State of Indiana, the Surviving Articles and the Surviving By-Laws.

ARTICLE 3
Directors and Officers

Section 3.01. Directors and Officers. On and after the Effective Time, the Board of Directors and officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and officers of the Surviving Corporation, each to hold office subject to the Surviving Articles and Surviving By-Laws and the laws of the State of Indiana as to the term and removal of directors and officers.

ARTICLE 4
Manner of Converting and Cancelling Stock

Section 4.01. Cancellation of Merging Corporation Issued Shares. At the Effective Time, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be cancelled, and no payment shall be made with respect thereto, and all certificates evidencing ownership of such shares shall be surrendered and cancelled and thereafter shall be void and of no effect.

Section 4.02. Cancellation of Surviving Corporation Shares Existing Before the Merger. At the Effective Time, all issued and outstanding shares of common stock of the Surviving Corporation shall be and remain issued and outstanding shares of common stock of the Surviving Corporation.

ARTICLE 5
Rights

Section 5.01. Rights. From and after the Effective Time, the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger.

ARTICLE 6
Liabilities

Section 6.01. Liabilities. From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation in such action or proceeding.

ARTICLE 7
Corporate Acts

Section 7.01. Corporate Acts. From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Corporation.

ARTICLE 8
Further Documents

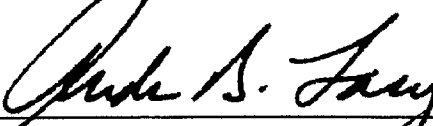
Section 8.01. Further Documents. If at any time prior to the Effective Time the Surviving Corporation shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, have caused this Merger Agreement to be executed by each of their duly authorized officers on the date and year first above written.

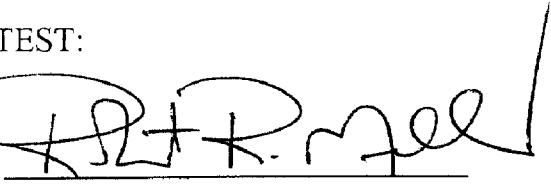
THOMPSON PBF, INC. (a Delaware corporation)

By:


Andre B. Lacy, Chairman and
Chief Executive Officer

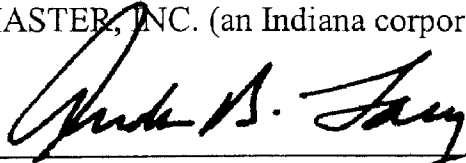
ATTEST:

By:


Robert R. Millard, Secretary

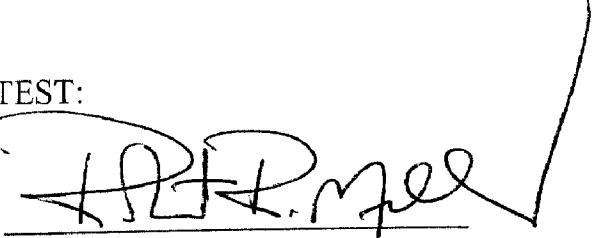
FINISHMASTER, INC. (an Indiana corporation)

By:


Andre B. Lacy, Chairman and
Chief Executive Officer

ATTEST:

By:


Robert R. Millard, Secretary