

11-01-2002

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



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

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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 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  
12201996

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  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/31/2002 DBYRNE 00000249 1440286

01 FC:4521 40.00 OP  
02 FC:8422 25.00 OP

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: 002609 FRAME: 0001

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1440286"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1549675"/>	<input type="text"/>	<input type="text"/>
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**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

1996110596

1992050154

ARTICLES OF MERGER  
OF FINISHMASTER, INC., A MICHIGAN CORPORATION, INTO  
FINISHMASTER, INC., AN INDIANA CORPORATION 1996110596

FinishMaster, Inc., an Indiana corporation (the "Surviving Corporation") and FinishMaster, Inc., a Michigan corporation (the "Merging Corporation"), in compliance with the requirements of the Indiana Business Corporation Law (the "Indiana Act") and the Michigan Business Corporation Act (the "Michigan Act"), and desiring to effect a merger of the Merging Corporation into the Surviving Corporation, and acting by its duly authorized officers, hereby sets forth the following facts:

**ARTICLE I**  
**Surviving Corporation**

*Section 1.01. Name of Surviving Corporation.* The name of the corporation surviving the merger is FinishMaster, Inc.

*Section 1.02. Domicile of Surviving Corporation.* The Surviving Corporation is an Indiana corporation existing pursuant to the provisions of the Indiana Act.

**ARTICLE II**  
**Merging Corporation**

*Section 2.01. Name of Merging Corporation.* The name of the corporation merging into the Surviving Corporation is FinishMaster, Inc.

*Section 2.02. Domicile of Merging Corporation.* The Merging Corporation is a Michigan corporation existing pursuant to the provisions of the Michigan Act.

**ARTICLE III**  
**Plan of Merger**

*Section 3.01. Plan of Merger.* The Agreement and Plan of Merger entered into by and between the Merging Corporation and the Surviving Corporation of FinishMaster, Inc. (the "Merger Agreement") is set forth as Exhibit A to these Articles of Merger.

*Section 3.02. Copy of this Merger Agreement.* A copy of the Merger Agreement will be furnished without cost upon the written request of any shareholder of FinishMaster-Michigan Common Stock or FinishMaster-Indiana Common Stock.

**ARTICLE IV**  
**Effective Date**

*Section 4.01. Effective Date.* Pursuant to applicable provisions of the Indiana Act and the Michigan Act and the terms of the Merger Agreement, the Merger shall be effective

upon the later of (i) the filing of the Articles of Merger with the Secretary of State of the State of Indiana, or (ii) the filing of a Certificate of Merger with the State of Michigan.

**ARTICLE V**  
**Manner of Adoption and Vote**  
**Surviving Corporation**

*Section 5.01. Approval by Board of Directors.* By written consent dated as of November 12, 1996, the Board of Directors of the Surviving Corporation adopted resolutions approving the Merger Agreement, recommending that it be submitted to the sole Shareholder of the Surviving Corporation for approval, and thereupon authorizing the execution of the Merger Agreement by the officers of the Surviving Corporation, for and on behalf of the Surviving Corporation.

*Section 5.02. Approval by Sole Shareholder.*

- (a) The authorized capital stock of the Surviving Corporation consists of (i) ten million (10,000,000) shares of common stock, without par value, of which ten (10) shares are issued and outstanding and owned by the Merging Corporation, and (ii) one million (1,000,000) shares of preferred stock, without par value, of which none are outstanding.
- (b) The sole shareholder of the Surviving Corporation, by written consent dated as of November 12, 1996, unanimously adopted and approved the Merger Agreement and authorized the merger contemplated thereby.

**ARTICLE VI**  
**Manner of Adoption and Vote**  
**Merging Corporation**

*Section 6.01. Approval by the Board of Directors.* By written consent dated as of July 10, 1996, the Board of Directors of the Merging Corporation adopted resolutions approving the Merger Agreement, recommending that it be submitted to the Shareholders of the Merging Corporation for approval, and thereupon authorizing the execution of the Merger Agreement by the officers of the Merging Corporation, for and on behalf of the Merging Corporation.

*Section 6.02. Approval by Shareholders.*

- (a) The authorized capital stock of the Merging Corporation consists of (i) ten million (10,000,000) shares of common stock, without par value, of which six million (6,000,000) shares are issued and outstanding, and (ii) one million (1,000,000) shares of preferred stock, without par value, of which none are outstanding.

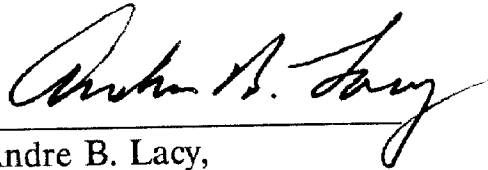
- (b) On September 18, 1996, the holders of the outstanding shares of common stock of the Merging Corporation, by a majority vote of 4,634,371 shares for the Merger Agreement and a minority vote of 118,624 shares against the Merger Agreement (with 2,590 absentions and 456,743 broker non-votes), adopted and approved the Merger Agreement and authorized the merger contemplated thereby.

**ARTICLE VII**  
**Compliance with Legal Requirements**

*Section 7.01. Compliance with Legal Requirements.* The manner of the adoption of the Merger Agreement, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Indiana Act, the Michigan Act, the Articles of Incorporation and the Code of By-Laws of the Surviving Corporation, and the Articles of Incorporation and the Code of By-Laws of the Merging Corporation.

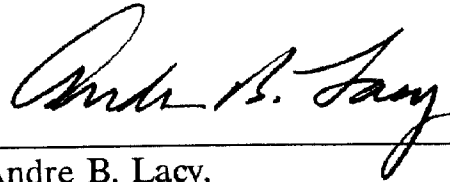
IN WITNESS WHEREOF, FinishMaster, Inc., an Indiana Corporation, and FinishMaster, Inc., a Michigan Corporation have caused these Articles of Merger to be executed in their respective names and on their behalf by their duly authorized officers, as of the 12th day of November, 1996.

FinishMaster, Inc.,  
an Indiana Corporation



Andre B. Lacy,  
Chairman of the Board & CEO

FinishMaster, Inc.,  
a Michigan Corporation



Andre B. Lacy,  
Chairman of the Board & CEO

**AGREEMENT AND PLAN OF MERGER  
FINISHMASTER, INC.**

**Parties:**

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is entered into by and between FinishMaster, Inc., a Michigan corporation ("FinishMaster-Michigan") and FinishMaster, Inc., an Indiana corporation ("FinishMaster-Indiana").

**Recitals:**

1. FinishMaster-Michigan is a corporation duly organized and existing under the laws of the State of Michigan.

2. FinishMaster-Indiana is a corporation duly organized and existing under the laws of the State of Indiana.

3. On the date of this Merger Agreement, the authorized capital stock of FinishMaster-Michigan consists of (i) ten million (10,000,000) shares of common stock, without par value (the "FinishMaster-Michigan Common Stock"), of which six million (6,000,000) shares are issued and outstanding, and (ii) one million (1,000,000) shares of preferred stock, without par value, of which none are outstanding.

4. On the date of this Merger Agreement, the authorized capital stock of FinishMaster-Indiana consists of (i) ten million (10,000,000) shares of common stock, without par value (the "FinishMaster-Indiana Common Stock"), of which ten (10) shares are issued and outstanding and owned by FinishMaster-Michigan, and (ii) one million (1,000,000) shares of preferred stock, without par value, of which none are outstanding.

5. The respective Boards of Directors of FinishMaster-Michigan and FinishMaster-Indiana have determined that it is advisable and in the best interests of each such corporation that FinishMaster-Michigan merge with and into FinishMaster-Indiana upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of FinishMaster-Michigan in the State of Indiana.

6. The respective Boards of Directors of FinishMaster-Michigan and FinishMaster-Indiana have approved and adopted this Merger Agreement. The affirmative vote of the holders of a majority of the outstanding shares of FinishMaster-Michigan Common Stock entitled to vote on this Merger Agreement must approve this Merger Agreement for the merger to become effective. The Board of Directors of FinishMaster-Michigan has therefore directed that this Merger Agreement be submitted to a vote of its shareholders, which vote was taken at the duly called and constituted annual meeting of shareholders of FinishMaster-Michigan on September 18, 1996, and resulted in the approval of this Merger Agreement by such shareholders. FinishMaster-Michigan, as the sole shareholder of FinishMaster-Indiana, has unanimously approved this Merger Agreement by written consent dated as of November 12, 1996.

7. The parties intend by this Merger Agreement to effect a "reorganization" under Section 368 of the Internal Revenue Code of 1986, as amended.

**Terms and Provisions:**

In consideration of the foregoing recitals and of the following terms and provisions, and subject to the following conditions, it is agreed:

1. Merger. At the Effective Time (as defined in this Section 1), FinishMaster-Michigan shall be merged with and into FinishMaster-Indiana (the "Merger"). FinishMaster-Indiana shall be the surviving corporation of the Merger and the separate corporate existence of FinishMaster-Michigan shall cease. The Merger shall become effective upon the later of: (i) the filing of Articles of Merger with the Secretary of State of the State of Indiana, or (ii) the filing of a Certificate of Merger with the Secretary of State of the State of Michigan. The date and time when the Merger shall become effective is herein referred to as the "Effective Time."

2. Governing Documents.

a. The Articles of Incorporation of FinishMaster-Indiana as it may be amended or restated subject to applicable law, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of FinishMaster-Indiana without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

b. The Bylaws of FinishMaster-Indiana as in effect immediately prior to the Effective Time shall constitute the Bylaws of FinishMaster-Indiana without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

3. Officers and Directors. The persons who are officers and directors of FinishMaster-Michigan immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of FinishMaster-Indiana, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with FinishMaster-Indiana's Articles of Incorporation and Bylaws and applicable law.

4. Name. The name of FinishMaster-Indiana shall continue to be FinishMaster, Inc.

5. Succession. At the Effective Time, the separate corporate existence of FinishMaster-Michigan shall cease, and FinishMaster-Indiana shall possess all the rights, privileges, powers and franchises of a public or private nature and be subject to all the restrictions, liabilities and duties of FinishMaster-Michigan and all the rights, privileges,

powers and franchises of FinishMaster-Michigan, and all property, real, personal and mixed, and all debts due to FinishMaster-Michigan on whatever account, as well for share subscriptions and all other things in action, shall be vested in FinishMaster-Indiana; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of FinishMaster-Indiana as the same were of FinishMaster-Michigan, and the title to any real estate vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and liens upon any property of FinishMaster-Michigan shall be preserved unimpaired, and all debts, liabilities and duties of FinishMaster-Michigan shall thenceforth attach to FinishMaster-Indiana and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; provided, however, that such liens upon property of FinishMaster-Michigan will be limited to the property affected thereby immediately prior to the Merger. FinishMaster-Indiana shall be substituted for FinishMaster-Michigan in any suit, action, proceeding, or other litigation pending against FinishMaster-Michigan prior to the Effective Time. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of FinishMaster-Michigan, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of FinishMaster-Indiana, its shareholders, Board of Directors and committees thereof, respectively, and shall be as effective and binding thereon as the same were with respect to FinishMaster-Michigan.

6. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a. Each share of FinishMaster-Michigan Common Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of FinishMaster-Indiana Common Stock.

b. The ten (10) shares of FinishMaster-Indiana Common Stock issued and outstanding in the name of FinishMaster-Michigan shall be cancelled and retired, and no payment shall be made with respect thereto, and such shares shall resume the status of unauthorized and unissued shares of FinishMaster-Indiana Common Stock.

7. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of FinishMaster-Michigan Common Stock shall be deemed for all purposes to evidence ownership of, and to represent shares of, FinishMaster-Indiana Common Stock into which the shares of FinishMaster-Michigan Common Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of FinishMaster-Michigan or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to FinishMaster-Indiana or its transfer agent, have and be entitled to exercise



any voting or other rights with respect to and to receive any dividends and other distributions upon the shares of FinishMaster-Indiana Common Stock evidenced by such outstanding certificate as above provided. Nothing contained herein shall be deemed to require the holder of any shares of FinishMaster-Michigan Common Stock to surrender the certificate or certificates representing such shares in exchange for a certificate or certificates representing shares of FinishMaster-Indiana Common Stock.

8. Other Employee Benefit Plans. As of the Effective Time, FinishMaster-Indiana hereby assumes all obligations of FinishMaster-Michigan under any and all employee benefit plans in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

9. Conditions. The consummation of the Merger is subject to satisfaction of the following conditions prior to the Effective Time.

a. The Merger shall have received the requisite approval of the holders of FinishMaster-Michigan Common Stock and all necessary action shall have been taken to authorize the execution, delivery and performance of the Merger Agreement by FinishMaster-Michigan and FinishMaster-Indiana.

b. All approvals and consents necessary or desirable, if any, in connection with the consummation of the Merger shall have been obtained.

c. No suit, action, proceeding or other litigation shall have been commenced or threatened to be commenced which, in the opinion of FinishMaster-Michigan or FinishMaster-Indiana, would pose a material restriction on or impair consummation of the Merger, performance of this Merger Agreement or the conduct of the business of FinishMaster-Indiana after the Effective Time, or create a risk of subjecting FinishMaster-Michigan or FinishMaster-Indiana, or their respective shareholders, officers or directors, to material damages, costs, liability or other relief in connection with the Merger or this Merger Agreement.

10. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Indiana applicable to contracts entered into and to be performed wholly within the State of Indiana, except to the extent that the laws of the State of Michigan are mandatorily applicable to the Merger.

11. Amendment. Subject to applicable law and subject to the rights of FinishMaster-Michigan's shareholders further to approve any amendment which would have a material adverse effect on such shareholders, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

12. Deferral or Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of either FinishMaster-Michigan or FinishMaster-Indiana or both, notwithstanding approval of this Merger Agreement by the shareholders of FinishMaster-Michigan or the shareholders of FinishMaster-Indiana or both, if circumstances arise which, in the opinion of the Board of Directors of FinishMaster-Michigan or FinishMaster-Indiana, make the Merger inadvisable or such deferral of the time of consummation thereof advisable.

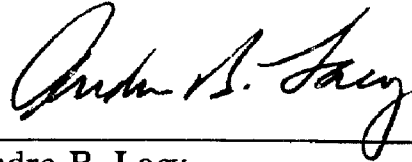
13. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

14. Further Assurances. From time to time, as and when required or requested by either FinishMaster-Michigan or FinishMaster-Indiana, as applicable, or by its respective successors and assigns, there shall be executed and delivered on behalf of the other corporation, or by its respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in FinishMaster-Indiana, title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of FinishMaster-Michigan and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of each corporation are fully authorized in the name and on behalf of such corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

[signature page follows]


IN WITNESS WHEREOF, FinishMaster-Michigan and FinishMaster-Indiana have caused this Merger Agreement to be signed by their respective duly authorized officers and delivered this 12th day of November, 1996.

FINISHMASTER INC.,  
a Michigan corporation

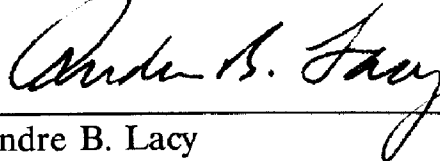


Andre B. Lacy  
Chairman of the Board & C.E.O.

ATTEST:


By:   
Robert H. Reynolds  
Secretary

FINISHMASTER, INC.,  
a Indiana corporation



Andre B. Lacy  
Chairman of the Board & C.E.O.

ATTEST:

By:   
Robert H. Reynolds  
Secretary

1996110596

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

WHEREAS, there have been submitted to me at this office for filing Articles of Merger, merging

**Finishmaster, Inc.**

a Michigan Corporation, the Non-Survivor, with and into

**Finishmaster, Inc.**

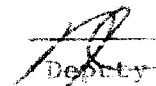
an Indiana Corporation, the Survivor.

Said Articles of Merger, having been prepared and signed in accordance with the Indiana Business Corporation Law.

WHEREAS, upon due examination I find that they conform to law:

NOW, THEREFORE, I, SUE ANNE GILROY, hereby certify that said Articles of Merger have this day been filed in this office. The effective date of the merger is December 20, 1996.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 20th day of December, 1996.

  
Deputy