

02-13-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

102668889

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): SOUTHWEST WIRE ROPE, INC. [Handwritten: 1700, 2.5.04] [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: SOUTHWEST WIRE ROPE, LP Internal Address: Street Address: 1902 FEDERAL ROAD City: HOUSTON State: TX Zip: 77015-6712 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [x] Limited Partnership TEXAS [ ] Corporation-State [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other CONVERSION Execution Date: 9/30/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2334965 2334967 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: JOHN P. COURTNEY, ESQ. Internal Address: ANDREWS KURTH, LLP. Street Address: 600 TRAVIS, SUITE 4200 City: HOUSTON State: TX Zip: 77002

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 65 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 50-0897/146880

DO NOT USE THIS SPACE

9. Signature. THERESA M. EVENBLY Name of Person Signing

[Handwritten Signature] Signature

JANUARY 7, 2004 Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



02-05-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #77

TRADEMARK REEL: 002913 FRAME: 0154

# ARTICLES OF CONVERSION

OF

**SOUTHWEST WIRE ROPE, INC.,**  
a Texas corporation,  
(Converting Entity)

to

**SOUTHWEST WIRE ROPE, LP**  
a Texas limited partnership  
(Converted Entity)

Pursuant to the provisions of Article 5.17 of the Texas Business Corporation Act (as amended, the "TBCA") and Section 2.15 of the Texas Revised Limited Partnership Act (as amended, the "TRLPA"), the undersigned converting entity certifies the following Articles of Conversion adopted for the purpose of effecting a conversion in accordance with the provisions of the TBCA and TRLPA.

## ARTICLE I

A plan of conversion (the "Plan of Conversion") was approved and adopted in accordance with the provision of Article 5.03 of the TBCA and Section 2.15 of the TRLPA providing for the conversion of Southwest Wire Rope, Inc., a corporation incorporated under the TBCA ("Converting Entity") to Southwest Wire Rope, LP, a Texas limited partnership ("Converted Entity"), as set forth on Exhibit "A" attached hereto and incorporated herein by reference ("Plan of Conversion").

## ARTICLE II

An executed Plan of Conversion is on file at the principal place of business of the Converting Entity at 300 South Cochran Street, Willis, Texas 77378, and from and after the conversion, an executed Plan of Conversion will be on file at the principal place of business of the Converted Entity at 300 South Cochran Street, Willis, Texas 77378.

### ARTICLE III

A copy of the Plan of Conversion will be furnished to the Converting Entity (prior to the conversion) or by the Converted Entity (after the conversion) on written request and without cost to any shareholder of the Converting Entity or partner of the Converted Entity.

### ARTICLE IV

The approval of the Plan of Conversion was duly authorized by all action required by the laws under which Southwest Wire Rope, Inc. is incorporated and by its constituent documents. The number of outstanding shares of each class or series of stock of Southwest Wire Rope, Inc. entitled to vote, with other shares or as a class, on the Plan of Conversion are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Class or Series</u>	<u>Number of Shares</u>
Southwest Wire Rope, Inc.	21,565	Class A (There are no Class B Shares Outstanding)	21,565

### ARTICLE V

The number of shares, not entitled to vote only as a class, voted for and against the Plan of Conversion, respectively, and, if the shares of any class or series are entitled to vote as a class the number of shares of each such class or series voted for and against the Plan of Conversion, are as follows:

#### NUMBER of SHARES

##### Number of Shares Entitled to Vote as a Class or Series

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class or Series</u>	<u>Voted For</u>	<u>Voted Against</u>
Southwest Wire Rope, Inc.	21,565	0	Class A	21,565	0

## ARTICLE VI

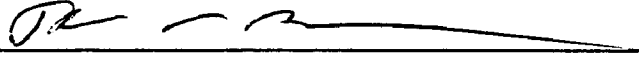
Two copies of the Certificate of Limited Partnership of Southwest Wire Rope, LP which is to be created pursuant to the Plan of Conversion are attached hereto as Exhibit "B," and are being filed with the Secretary of State with these Articles of Conversion.

## ARTICLE VII

The Converted Entity shall be responsible for the payment of all fees and franchise taxes of the Converting Entity, and pursuant to Article 5.18(C) of the TBCA shall be obligated to pay such fees and franchise taxes if such fees and franchise taxes are not timely paid.

**IN WITNESS WHEREOF**, the undersigned Converting Entity has caused these Articles of Conversion to be executed as of the 30th day of September, 2003.

**SOUTHWEST WIRE ROPE, INC., a Texas  
corporation  
(Converting Entity)**

By:   
Name: Tom Byrne  
Title: Vice President

**EXHIBIT A**

**PLAN OF CONVERSION**

**AMONG**

**SOUTHWEST WIRE ROPE, INC.**  
a Texas corporation  
(Converting Entity)

**SOUTHWEST WIRE ROPE, LP,**  
a Texas limited partnership  
(Converted Entity)

**CAPRO, LTD.**  
a Texas limited partnership

**AND**

**SOUTHWEST WIRE ROPE GP LLC,**  
a Delaware limited liability company

**Dated as of September 30, 2003**

## PLAN OF CONVERSION

This **PLAN OF CONVERSION** (this "Agreement"), dated as of September 30, 2003, between **SOUTHWEST WIRE ROPE, INC.**, a Texas corporation ("**SOUTHWEST, INC.**"), **SOUTHWEST WIRE ROPE, LP**, a Texas limited partnership ("**SOUTHWEST, LP**"), **CAPRO, LTD.**, a Texas limited partnership ("**CAPRO**"), and **SOUTHWEST WIRE ROPE GP LLC**, a Delaware limited liability company ("**SOUTHWEST GP, LLC**").

### Preliminary Statement

1. The Board of Directors of Southwest, Inc. desire to convert Southwest, Inc. to Southwest, LP (the "**Conversion**") and deem the Conversion to be desirable and in the best interests of the shareholders of Southwest, Inc., and have approved this Agreement in accordance with the applicable provisions of the statutes of the State of Texas.

2. The terms, conditions and manner of consummating the Conversion are set forth herein.

3. For federal income tax purposes, it is intended that the Conversion shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

## ARTICLE I

### The Conversion and Its Effects

1.1 Conversion Effective Time. Subject to the provisions of this Agreement, Southwest, Inc. shall duly prepare and execute Articles of Conversion setting forth the information required by, and otherwise in compliance with, the Texas Business Corporation Act (as amended, the "**TBCA**") and the Texas Revised Limited Partnership Act (as amended, the "**TRLPA**") for filing pursuant to the Conversion, and thereafter shall have such Articles of Conversion and a copy delivered for filing with the office of the Secretary of State of the State of Texas as soon as practicable on or after the Closing Date (as defined below). The Conversion shall become effective for all purposes upon the acceptance of the Secretary of State of the State of Texas at 11:00 a.m. CST, on September 30, 2003 (the "**Effective Time**").

1.2 Effect of the Conversion. At the Conversion Effective Time, by virtue of the conversion and without any action on the part of any person, the following shall occur:

(a) Southwest, Inc. shall be converted to Southwest, LP;

(b) Southwest, Inc. is continuing its existence in the organization form of Southwest, LP, a Texas limited partnership;

(c) Southwest, LP, the converted entity, is to be a Texas limited partnership formed under the TRLPA pursuant to this Agreement and the Certificate of Limited Partnership as set forth in Article X hereof;

(d) All shares of common stock issued and outstanding immediately prior to the Effective Time held by Capro shall be converted to a ninety-nine and ninety-nine hundredths percent (99.99%) limited partner interest and all shares of common stock issued and outstanding immediately prior to the Effective Time held by Southwest GP, LLC shall be converted to a one hundredth percent (.01%) general partner interest in Southwest, LP, the converted entity; and

(e) From and after the Effective Time, the Conversion shall have all the other effects provided by applicable law.

## ARTICLE II

### Responsibility for Texas Franchise Tax

Southwest, LP, the converted entity, shall be responsible for the payment of all fees imposed by the State of Texas or any administrative agency of the State of Texas including but not limited to Texas franchise tax imposed on Southwest, Inc., the converting entity, and that Southwest, LP shall be obligated to pay such fees and franchise taxes if the same are not timely paid by Southwest, Inc.

## ARTICLE III

### Exchange of Certificates

Capro and Southwest GP, LLC being all the shareholders of Southwest, Inc., agree to exchange all of the common stock of Southwest, Inc. issued and outstanding immediately prior to the conversion in consideration of a partnership interest in Southwest, LP as set forth in Article I, Section (d) above.

## ARTICLE IV

### Representations and Warranties of Southwest, Inc.

4.1 Organization; Power and Authority. Southwest, Inc. is a corporation duly organized under the TBCA and is validly existing and in good standing under the laws of the State of Texas. Southwest, Inc. has all requisite corporate power and authority to own, operate or lease its properties and to carry on its business as now being conducted.

4.2 Capitalization. As of the Closing Date, the authorized capital stock of Southwest, Inc. consists solely of shares of Southwest, Inc. common stock ("Southwest, Inc. Stock"). All of the outstanding shares of Southwest, Inc. Stock are duly authorized, validly issued, fully paid and non-assessable. There are no outstanding subscriptions, options or other arrangements or commitments obligating Southwest, Inc. to issue any additional shares of Southwest, Inc. Stock.

4.3 No Conflicts. Assuming this Agreement is approved by the requisite vote of the shareholders of Southwest, Inc. as of the Closing Date, consummation of the transactions contemplated hereby and compliance with the terms and provisions of this Agreement will not materially conflict with, result in a material breach of, require notice under or constitute a material default under any judgment, order, injunction, decree or ruling of any court or governmental authority or under any material agreement, indenture or instrument to which Southwest, Inc. is a party.

4.4 Authority and Authorization. Southwest, Inc. has all requisite power and authority to enter into and perform the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Southwest, Inc. subject to the approval of this Agreement by the shareholders of Southwest, Inc. Subject to such approval, this Agreement has been duly executed and delivered by Southwest, Inc.

## ARTICLE V

### Representations and Warranties of Capro

5.1 Organization, Power and Authority. Capro is a limited partnership duly organized under TRLPA and is validly existing and in good standing under the laws of the State of Texas. Capro has all requisite power and authority to own, operate or lease its properties and to carry on its business as now being conducted.

5.2 Capitalization. As of the Closing Date, Capro GP LLC, a Delaware limited liability company and Capro LP LLC, a Delaware limited liability company collectively own one hundred percent (100%) of the partnership interests in Capro. There are no outstanding options or other arrangements or commitments obligating Capro to grant any additional partnership interests.

5.3 No Conflicts. Assuming this Agreement is approved by the general partner Capro as of the Closing Date, consummation of the transactions contemplated hereby and compliance with the terms and provisions of this Agreement will not materially conflict with, result in a material breach of, require notice under or constitute a material default under any judgment, order, injunction, decree or ruling of any court or governmental authority or under any material agreement, indenture or instrument to which Capro is a party.

5.4 Authority and Authorization. Capro has all requisite power and authority to enter into and perform the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Capro subject to the approval of this Agreement by the general partner of Capro. Subject to such approval, this Agreement has been duly executed and delivered by Capro.



## ARTICLE VI

### Representations and Warranties of Southwest GP, LLC

6.1 Formation Qualification. Southwest GP, LLC is a limited liability company duly organized under the Delaware Limited Liability Company Act and is validly existing and in good standing under the laws of the State of Delaware. Southwest GP, LLC has all requisite corporate power and authority to own, operate or lease its properties and to carry on its business as now being conducted.

6.2 Capitalization. As of the Closing Date, Capro owns one hundred percent (100%) of the membership interests in Southwest GP, LLC. There are no outstanding options or other arrangements or commitments obligating Southwest GP, LLC to grant any additional membership interests in Southwest GP, LLC.

6.3 No Conflicts. Assuming this Agreement is approved by the sole member of Southwest GP, LLC, as of the Closing Date, consummation of the transactions contemplated hereby and compliance with the terms and provisions of this Agreement will not materially conflict with, result in a material breach of, require notice under or constitute a material default under any judgment, order, injunction, decree or ruling of any court or governmental authority or under any material agreement, indenture or instrument to which Southwest GP, LLC is a party.

6.4 Authority and Authorization. Southwest GP, LLC has all requisite power and authority to enter into and perform the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Southwest GP, LLC subject to the approval of this Agreement by the sole member of Southwest GP, LLC. Subject to such approval, this Agreement has been duly executed and delivered by Southwest GP, LLC.

## ARTICLE VII

### Conditions Precedent to Each Party's Obligations to Effect the Conversion

The respective obligations of each party to affect the Conversion shall be subject to the fulfillment (or waiver) at or prior to the Effective Time of the following conditions:

(a) The approval and adoption of this Agreement and the approval and adoption of the other proposals made in connection therewith at the special meeting of the Board of Directors and shareholders of Southwest, Inc. to be held to consider and act upon such proposals;

(b) The absence of any order or injunction of any court or governmental authority of competent jurisdiction preventing consummation of the transactions contemplated hereby; and

(c) Each party to this Agreement shall have performed in all material respects their respective agreements contained in this Agreement required to be performed at or prior to the Effective Time.

## ARTICLE VIII

### Additional Agreements

8.1 Other Actions. As soon as reasonably practicable after the execution of this Agreement, Southwest, Inc. will take all action necessary to duly call, give notice of, convene and hold meetings or obtain the requisite written consents of their stockholders, as appropriate, to consider and vote upon approval of the Conversion and the transactions contemplated hereby. Southwest, Inc. will use all reasonable efforts to take all other action necessary or advisable to secure any vote or consent of the stockholders required by its organizational documents, this Agreement or applicable law to affect the Conversion.

8.2 Additional Agreements. Subject to the terms and conditions provided herein, each of the parties hereto shall use all reasonable effects to obtain in a timely manner all necessary waivers, consents and approvals and to affect all necessary registrations and filings, and to use all reasonable efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

## ARTICLE IX

### Termination

9.1 Termination. This Agreement may be terminated and the Conversion contemplated hereby may be abandoned at any time prior to the Effective Time by written agreement of the parties hereto.

9.2 Effect of Termination. If this Agreement is terminated as provided there shall be no liabilities or obligations hereunder on the part of the parties hereto.

## ARTICLE X

### Creation of Converted Entity

Attached hereto as **Exhibit "B"** and incorporated herein by reference, is a copy of the Certificate of Limited Partnership of Southwest, LP, which will be created by the Articles of Conversion.

## ARTICLE XI

### Miscellaneous

11.1 Closing. The closing of the Conversion will take place at the time and on a date (the "**Closing Date**") to be specified by the parties, which shall be as soon as practicable after the satisfaction of the conditions set forth in Article VII hereof, at the offices of Andrews & Kurth L.L.P, 600 Travis Street, Suite 4200, Houston, Texas 77002, unless another date or place is agreed to in writing by the parties hereto.

11.2 Further Cooperation. At, and from time to time after, the Closing, at the request of another party hereto but without further consideration, each party hereto will take all such actions and deliver all such documents as shall be reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.

11.3 Expenses. Whether or not the Conversion is affected, all costs and expenses, including but not limited to broker, legal and accounting fees and expenses, incurred in connection with this Agreement and the transactions contemplated hereby shall be the responsibility of Southwest, LP.

11.4 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

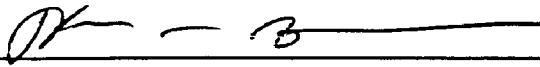
11.5 Entirety and Amendments. This instrument embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed by the party to be bound thereby and supplemented only by documents delivered in accordance with the express terms hereof.

11.6 Headings. The headings, captions and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement or affect the meaning hereof.

11.7 Governing Law. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for all counterparts.

**SOUTHWEST WIRE ROPE, INC., a Texas  
corporation  
Converting Entity**

By: 

Name: Tom Byrne  
Title: Vice President

**CAPRO, LTD., a Texas limited partnership**

By: Capro GP LLC, a Delaware limited liability  
company, its general partner

By: 

Name: Tom Byrne  
Title: Vice President

**SOUTHWEST WIRE ROPE GP LLC, a  
Delaware limited liability company**

By: 

Name: Tom Byrne  
Title: Vice President

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Assignor: SOUTHWEST WIRE  
ROPE, INC.

Assignee: SOUTHWEST WIRE  
ROPE, LP

Registration Nos. 2334965  
2334967

Serial Nos.

Atty Docket No. 146880


CERTIFICATE OF MAILING  
Under 37 CFR 1.8

Date of Deposit: January 7, 2004

I hereby certify that this correspondence containing:

1. Assignment Recordation Form Cover Sheet
2. Articles of Conversion of Southwest Wire Rope, Inc. to Southwest Wire Rope, LP (11 pages).
3. Please charge the recordation fee to Andrews Kurth, Deposit Account No. 50-0897 (146880)
4. A postal card to be stamped and returned acknowledging receipt of these documents

is being transmitted by facsimile to the following number: (703) 306-5995 (Patent and Trademark Assignment System) on the date indicated above to the attention of The Assignment Branch of the United States Trademark Office.

  
Theresa M. Evenbly, CLAS  
Paralegal to John P. Courtney, Esq.



IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Assignor: SOUTHWEST WIRE  
ROPE, INC.

Assignee: SOUTHWEST WIRE  
ROPE, LP

Registration Nos. 2334965  
2334967

Serial Nos.

Atty Docket No. 146880

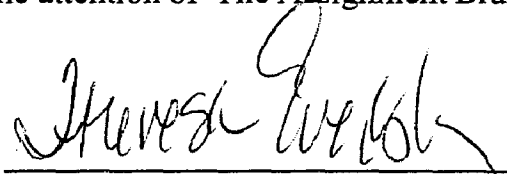
CERTIFICATE OF MAILING  
Under 37 CFR 1.8

Date of Deposit: January 7, 2004

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Theresa M. Evenbly, CLAS  
Paralegal to John P. Courtney, Esq.

Fax Cover Sheet

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From: THERESA EVENBLY Employee No.: 8341

Sender's Direct Phone No.: 713/220-4192 Sender's Direct Fax No.: 713/238-7343

Date: 1/7/2004 Matter No.: 146880 No. of pages (including cover sheet): 14

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ATTORNEYS **KURTH** LLP

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Houston, Texas 77002  
713.220.4200 Phone  
713.220.4285 Fax  
andrewskurth.com

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Sender's Direct Phone No.: 713/220-4192 Sender's Direct Fax No.: 713/238-7343  
Date: 1/7/2004 Matter No.: 146880 No. of pages (including cover sheet): 14

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ASSIGNMENT BRANCH	UNITED STATES TRADEMARK OFFICE	703/306-5995	703/308-9723

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