

08-08-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRADEMARK



103058664

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

R.E. Phelon Company, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Massachusetts
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 27, 2000

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: R.E. Phelon Company, Inc.

Internal Address: _____

Street Address: 895 University Parkway

City: Aiken

State: SC

Country: US Zip: 29801

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship South Carolina
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,038,114

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Craig N. Killen

Internal Address: _____

Nelson Mullins Riley & Scarborough

Street Address: 1320 Main St.

City: Columbia

State: SC Zip: 29201

Phone Number: (803) 255-9382

Fax Number: (803) 255-9831

Email Address: craig.killen@nelsonmullins.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Craig N. Killen
Signature

August 1, 2005
Date

Craig N. Killen
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of December 18, 2000, by and between R.E. Phelon Company of South Carolina, Inc., a corporation organized and existing under the laws of the State of South Carolina ("Phelon of South Carolina" or the "Surviving Corporation"), and R.E. Phelon Company, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Phelon").

WITNESSETH

WHEREAS, Phelon of South Carolina and Phelon desire that Phelon merge with and into Phelon of South Carolina upon the terms and conditions set forth herein and in accordance with the laws of the State of South Carolina and the Commonwealth of Massachusetts.

NOW, THEREFORE, the parties hereto agree as follows:

1. In accordance with the provisions of this Agreement and Plan of Merger and applicable laws, rules and regulations, at the Effective Time, as defined below, Phelon shall be merged with and into Phelon of South Carolina (the "Merger"), and Phelon of South Carolina shall be the surviving corporation and shall continue its existence under the laws of the State of South Carolina under the name "R.E. Phelon Company, Inc."
2. The Merger shall become effective at 11:59 p.m., Eastern Standard Time, on December 31, 2000 (the "Effective Time").
3. At the Effective Time, Phelon shall be merged with and into Phelon of South Carolina and Phelon of South Carolina shall thereupon and thereafter possess all of the rights, privileges, immunities, powers, franchises and authority of a public and private nature, and be subject to all of the restrictions, disabilities and duties, of both Phelon of South Carolina and Phelon and all the rights, privileges, immunities, powers, franchises and authority of both Phelon of South Carolina and Phelon, and all assets and property of every description, real, personal and mixed, and every interest therein, wherever located, and all debts or other obligations belonging or due to both Phelon of South Carolina and Phelon on whatever account, as well as stock subscriptions and all other things in action or belonging to both Phelon of South Carolina and Phelon, shall be vested by the Merger in Phelon of South Carolina without any deed, conveyance or other transfer; and all property, rights, privileges, immunities, powers, franchises and authority, and all and every other interest, of both Phelon of South Carolina and Phelon shall be thereafter as effectively the property of Phelon of South Carolina as they were of Phelon of South Carolina and Phelon, respectively, prior to the Merger, and the title to any real estate or interest therein vested by deed or otherwise in either Phelon of South Carolina or Phelon shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either Phelon of South Carolina or Phelon shall be preserved unimpaired, and Phelon of South Carolina shall be liable

for the debts, liabilities, duties and obligations of both Phelon of South Carolina and Phelon, and any claim existing, or action or proceeding pending, by or against either Phelon of South Carolina or Phelon may be prosecuted to judgment with right of appeal, as if the Merger had not taken place.

4. At the Effective Time, the Articles of Incorporation of Phelon of South Carolina, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law and such Articles of Incorporation.

5. At the Effective Time, the Bylaws of Phelon of South Carolina, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

6. At the Effective Time, the Board of Directors of the Surviving Corporation shall be set at four members with the following persons elected to serve as the directors of the Surviving Corporation until the next election of directors, or until their successors have been duly elected and qualified:

Russell D. Phelon
Joseph A. Olsen, Jr.
Tommy B. Wessinger
George B. Wolfe

7. At the Effective Time, the officers of Phelon of South Carolina shall be the officers of the Surviving Corporation, who shall hold their offices in accordance with and subject to the provisions of the Bylaws of the Surviving Corporation.

8. The fiscal year of Phelon immediately prior to the Effective Time shall be the fiscal year of the Surviving Corporation.

9. At the Effective Time, the issued and outstanding shares of common stock of Phelon shall, without any further action on the part of Phelon or Phelon of South Carolina, be converted into 59,512 shares of common stock, no par value, of the Surviving Corporation. As a result, the Surviving Corporation shall have a total of 59,512 shares of common stock issued and outstanding following the Merger, which shares shall constitute the only issued and outstanding shares of the Surviving Corporation. Pursuant to the conversion, each issued and outstanding share of capital stock of Phelon immediately prior to the Merger shall be cancelled and extinguished. In addition, pursuant to the Merger, each issued and outstanding share of capital stock of Phelon of South Carolina immediately prior to the Merger shall be cancelled and extinguished.

10. Except to the extent, if any, that federal law or the laws of another jurisdiction are mandatorily applicable, this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

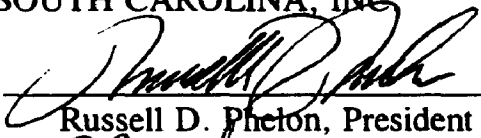
11. The parties hereto recognize and agree that the Merger is intended to qualify as a nontaxable reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code.

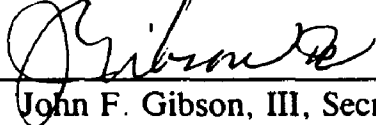
12. Notwithstanding anything to the contrary contained herein, the Merger may be terminated and abandoned by the Board of Directors of Phelon of South Carolina or Phelon at any time prior to the time that the Articles of Merger as filed with the South Carolina Secretary of State become effective.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date set forth above.


R.E. PHELON COMPANY OF
SOUTH CAROLINA, INC

By: 
Russell D. Phelon, President

By: 
John F. Gibson, III, Secretary

R.E. PHELON COMPANY, INC

By: 
Russell D. Phelon, President

By: 
John F. Gibson, III, Clerk

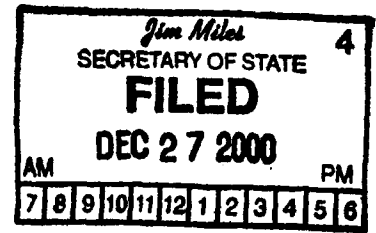
CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

DEC 27 2000


SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF MERGER OF
R.E. PHELON COMPANY, INC.
A MASSACHUSETTS CORPORATION
INTO

R.E. PHELON COMPANY OF SOUTH CAROLINA, INC.
A SOUTH CAROLINA CORPORATION



R.E. Phelon Company of South Carolina, Inc., a South Carolina corporation, and R.E. Phelon Company, Inc., a Massachusetts corporation, hereby execute these Articles of Merger for the purpose of merging R.E. Phelon Company, Inc., into R.E. Phelon Company of South Carolina, Inc.

1. **Approval of Plan of Merger.** The attached Agreement and Plan of Merger was duly approved and adopted by the Board of Directors and Shareholders of each of the undersigned corporations in the manner prescribed by law, and the Agreement and Plan of Merger is incorporated herein by this reference.

2. **Certifications as to Outstanding Stock.**

a. R.E. Phelon Company of South Carolina, Inc., a South Carolina corporation, by and through its President and Secretary, hereby certifies that its only class of authorized voting stock with shares currently outstanding is its common stock, and that on the date on which the Agreement and Plan of Merger was considered there were issued and outstanding 100 shares of its common stock and that all 100 shares voted in favor of the Agreement and Plan of Merger with no shares voting against the Plan.

b. R.E. Phelon Company, Inc., a Massachusetts corporation, by and through its President and Clerk, hereby certifies that its only class of authorized voting stock with shares currently outstanding is its common stock, and that on the date on which the Agreement and Plan of Merger was considered there were issued and outstanding 59,512 shares of its common stock and that all 59,512 shares voted in favor of the Agreement and Plan of Merger with no shares voting against the Plan.

3. **Designation of Surviving Corporation.** Pursuant to the Agreement and Plan of Merger, the Surviving Corporation shall be R.E. Phelon Company of South Carolina, Inc., with issued and outstanding 59,512 shares of no par value common stock. R.E. Phelon Company, Inc., will no longer exist. R.E. Phelon Company of South Carolina, Inc. shall continue its existence under the laws of the State of South Carolina and at the Effective Date its name shall be changed to "R.E. Phelon Company, Inc."

4. **Principal Place of Business of Surviving Corporation.** The principal place of business of the Surviving Corporation shall be 895 University Parkway, Aiken, South Carolina 29801.

5. Effective Date of Merger. This Merger shall become effective as of 11:59 p.m., on December 31, 2000.

These Articles of Merger executed this 27th day of December, 2000.

Mailing Addresses:

895 University Parkway
Aiken, SC 29801

R.E. PHELON COMPANY OF
SOUTH CAROLINA, INC.

By: 

Russell D. Phelon, President

By: 

John F. Gibson, III, Secretary

895 University Parkway
Aiken, SC 29801

R.E. PHELON COMPANY, INC.

By: 

Russell D. Phelon, President

By: 

John F. Gibson, III, Clerk

- Doc# 827211.01 -