

04-06-1998

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See original documents or copy thereof.

Tab settings == == ▾  
To the Honorable Commissioner of Patents :

1. Name of conveying party(ies):  
Arteco Planning And Engineering, Inc.

2. Name and address of receiving party(ies):

Name: Eco-Pak Products, Inc.

Internal Address: \_\_\_\_\_

Street Address: 10809 Forest Path

City: St. Louis State: MO ZIP: 63128

Additional name(s) of conveying party(ies) attached?  Yes  No

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

08/951,885

Additional numbers attached?  Yes  No

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

Name: Jonathan P. Soifer

Internal Address: Polster, Lieder, Woodruff & Lucchesi

Street Address: 763 South New Ballas Road

City: St. Louis State: MO ZIP: 63141

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) ..... \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Jonathan P. Soifer

Name of Person Signing

Jonathan P. Soifer

Signature

3/23/98

Date

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

03/30/1998 DCDATES 0000092 08951885  
01 FC:581 40.00 OP

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

# STATE OF MISSOURI



**Rebecca McDowell Cook**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF AMENDMENT

WHEREAS,

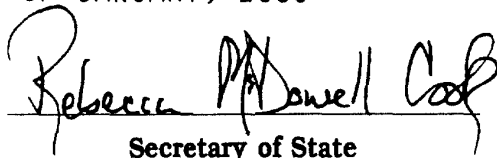
ECO-PAK PRODUCTS, INC.

FORMERLY,

ARTECO PLANNING AND ENGINEERING, INC.

A CORPORATION ORGANIZED UNDER THE GENERAL AND BUSINESS CORPORATION LAW HAS DELIVERED TO ME A CERTIFICATE OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH THE REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE GENERAL BUSINESS CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JANUARY, 1998.

  
Secretary of State



\$25.00

**State of Missouri**  
**Secretary of State**  
**Corporation Division**  
**P. O. Box 778**  
**Jefferson City, Missouri 65102**

**AMENDMENT OF ARTICLES OF INCORPORATION**

(To be Submitted in Duplicate)  
(\$25.00 filing fee)

**Charter Number: 00190885**

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is: **Arteco Planning and Engineering, Inc.**
2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on January 9, 1998.
3. Articles One, Three, Four, Six, and Eight of the Corporation's Articles of Incorporation are deleted in their entirety and new Articles One, Three, Four, Six, Eight and Nine are hereby added as follows:

ARTICLE ONE

The name of the Corporation is: **Eco-Pak Products, Inc.**

ARTICLE THREE

The aggregate number of shares which the Corporation has authority to issue is Three Million (3,000,000), all of which shares are of the same class and are designated "Common Shares"; the par value of each such share is One Cent (\$.01).

The shareholders of the Corporation shall have no preemptive right to acquire additional shares of the Corporation, whether now or hereafter authorized, or to acquire obligations convertible into such shares.

ARTICLE FOUR

The number of directors to constitute the Board of Directors shall be five (5). Thereafter the number of directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation; provided, that any change shall be reported to the Secretary of State within thirty (30) calendar days of such change.

## ARTICLE SIX

The purposes for which the Corporation is formed are:

(a) To engage in any lawful business for profit which is authorized by the Board of Directors and which is lawful for a Corporation organized under The General and Business Corporation Law of Missouri.

(b) To do any and everything necessary or convenient for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers of the Corporation; to do any and everything incidental to, growing out of, or germane to any of the purposes or objects, and to have and exercise all of the powers and rights conferred by the laws of the State of Missouri upon Corporations formed under The General and Business Corporation Law of Missouri, and all acts amendatory thereof and supplemental thereto, it being expressly provided that the foregoing clauses shall be construed as objects, purposes and powers and shall be in furtherance and not in limitation of the powers conferred by the laws of the State of Missouri.

(c) In furtherance of the activities of the Corporation but not by way of limitation, the Corporation may research, develop, manufacture, distribute and sell packaging products, materials and machinery.

## ARTICLE EIGHT

(a) The Corporation, except as provided in paragraph (b), shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, including without limitation any action by or in the right of the Corporation, by reason of the fact that he was or is a director or officer of the Corporation or is or was a director or officer of the Corporation who is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, agent, employee, partner or trustee of another corporation, partnership, joint venture, trust or other enterprise; against expenses, including attorneys' fees, judgments, fines, taxes and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if such person's conduct is not finally adjudged to be knowingly fraudulent, deliberately dishonest or willful misconduct. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any actual or threatened civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. Such right will be conditioned upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article. Such right shall survive any amendment or repeal of this Article with respect to expenses incurred in connection with claims, regardless of when such claims are brought, arising out of acts or omissions occurring prior to such amendment or repeal. The Corporation may, by action of its Board of Directors, provide

indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) If a claim under paragraph (a) of this Article is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under The General and Business Corporation Law of Missouri for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in The General and Business Corporation Law of Missouri, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, partner, trustee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

(e) For the purposes of this Article, references to the "Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving

corporation as he would if he had served the resulting or surviving corporation in the same capacity.

(f) For purposes of this Article, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and the term "serving at the request of the Corporation" shall include any service as a director, officer, employee, partner, trustee or agent of, or at the request of, the Corporation which imposes duties on, or involves services by, such director, officer, employee, partner, trustee or agent with respect to an employee benefit plan, its participants, or beneficiaries.

(g) In the event any provision of this Article shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Article and any other provisions of this Article shall be construed as if such invalid provision had not been contained in this Article. In any event, the Corporation shall indemnify any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation who is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, agent, employee, partner or trustee of another corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted under Missouri law, as from time to time in effect.

#### ARTICLE NINE

The Board of Directors shall have power to make, and from time to time repeal, amend and alter the Bylaws of the Corporation; provided, however, that the paramount power to repeal, amend and alter the Bylaws or to adopt new Bylaws, shall always be vested in the shareholders, which power may be exercised by a vote of a majority of the shares represented in person or by proxy and entitled to vote at any annual or special meeting of the shareholders, and the directors thereafter shall have no power to suspend, repeal, amend or otherwise alter any Bylaws or portion thereof so enacted by the shareholders, unless the shareholders in enacting such Bylaws or portion thereof shall otherwise provide.

4. Of the 1000 shares outstanding, all of such shares were entitled to vote on such amendment. None of the outstanding shares are entitled to vote thereon as a class.

5. 1000 shares voted for the amendment, and 0 shares voted against the amendment.

6. The amendment changed the number of authorized shares and par value of authorized shares as follows:

Authorized shares were changed from 30,000 shares common stock with a par value of \$1.00 per share to 3,000,000 shares of common stock with a par value of \$0.01 per share.

IN WITNESS WHEREOF, the undersigned, Richard T. Galbierz, President, has executed this instrument and its Secretary has affixed its corporate seal hereto and attested said seal as of the 9th day of January, 1998.

ARTECO PLANNING AND ENGINEERING, INC.

By: Richard T. Galbierz  
Richard T. Galbierz, President

(Attestation and Notary continued on next page)

ATTEST:

Nancy L. Radetic  
Nancy L. Radetic, Secretary

FILED AND CERTIFICATE  
ISSUED

JAN 28 1998

STATE OF MISSOURI     )  
                                  )  
COUNTY OF JEFFERSON    )

Rebecca McDowell  
SECRETARY OF STATE

I, Nancy L. Radetic, a Notary Public, do hereby certify that on this 9th day of January, 1998, personally appeared before me Richard T. Galbierz, who, being by me first duly sworn, declared that he is the President of Artec Planning and Engineering, Inc., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Nancy L. Radetic  
Notary Public

My commission expires:

NANCY L. RADETIC  
NOTARY PUBLIC STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXP. MAR. 6, 1999

## ASSIGNMENT

WHEREAS, We, RICHARD T. GALBIERZ and MICHAEL A. GALBIERZ, citizens of the United States, residents of the State of Missouri, City of St. Louis, whose post office addresses are 10809 Forest Path, St. Louis, Missouri 63128 and 5962 Pennbrooke Drive, St. Louis, Missouri 63128, respectively, have invented certain improvements in MULTI-PACK CARRIER FOR BOTTLES for which we are about to make, and have this day executed application for Letters Patent of the United States, identified as Attorney's Docket No: 6804.

AND, WHEREAS, ARTECO PLANNING AND ENGINEERING, INC., A Missouri Corporation, with offices at 10809 Forest Path, St. Louis, Missouri 63128, is desirous of acquiring the entire right, title and interest in and to said improvements in MULTI-PACK CARRIER FOR BOTTLES and all patent rights therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we, said RICHARD T. GALBIERZ and MICHAEL A. GALBIERZ, do hereby sell, assign, transfer and set over unto said ARTECO PLANNING AND ENGINEERING, INC., the entire right, title and interest in and to said improvements, and in and to all Letters Patent and patent rights which may be granted or issued for said improvements, in the United States and all foreign countries, and any reissue or extension thereof, the same to be held and enjoyed by said ARTECO PLANNING AND ENGINEERING, INC., a corporation, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this Assignment and sale had not been made; and we agree to execute such further applications, powers of attorney, assignments and other documents as may be necessary or desirable to effectuate this Agreement.

AND WE DO HEREBY authorize and request the Commissioner of Patents and Trademarks to issue that said Letters Patent, when granted, to the said ARTECO-PLANNING AND ENGINEERING, INC., a corporation, its successors and assigns, as assignees of the entire right, title and interest in and to said improvements, for the sole use and behoof of said ARTECO PLANNING AND ENGINEERING, INC., a corporation, and for its successors and assigns, to the full ends of the terms for which Letters Patent may be granted.

AND we further grant to ARTECO PLANNING AND ENGINEERING, INC., a corporation, its successors and assigns, the right to claim for any application for patent for said improvements the full benefit of any international agreement between the United States and any foreign country or countries.



AND our attorney is hereby authorized to insert in this Assignment the Serial No. and filing date of said application, when advised thereof, as follows:

Serial No: 08/951,885

Filed: 10/16/97

Date: 10/16/97

Richard T. Galbierz  
Richard T. Galbierz, Inventor

Date: 10/16/97

Michael A. Galbierz  
Michael A. Galbierz, Inventor

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF ST. LOUIS     )

On this 16<sup>th</sup> day of October, 1997, before me, a Notary Public, personally appeared RICHARD T. GALBIERZ, to me known to be the person named in and who executed the above Assignment, and acknowledged to me that he executed the same for the uses and purposes therein mentioned, as his own free act and deed.

Chandra L. Dalton  
Notary Public

My Commission Expires:

**CHANDRA L. DALTON**  
NOTARY PUBLIC, NOTARY SEAL  
STATE OF MISSOURI, ST. LOUIS COUNTY  
My Commission Expires: Sep. 30, 1998

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF ST. LOUIS     )

On this 16<sup>th</sup> day of October, 1997, before me, a Notary Public, personally appeared MICHAEL A. GALBIERZ, to me known to be the person named in and who executed the above Assignment, and acknowledged to me that he executed the same for the uses and purposes therein mentioned, as his own free act and deed.

Chandra L. Dalton  
Notary Public

My Commission Expires:

**CHANDRA L. DALTON**  
NOTARY PUBLIC, NOTARY SEAL  
STATE OF MISSOURI, ST. LOUIS COUNTY  
My Commission Expires: Sep. 30, 1998

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

CHANGE OF NAME IN RECORDED ASSIGNMENTS

**1. Particulars of assignments**

A list of assignments recorded against patent applications and/or patents is set forth on the attached page.

**2. Old name of assignee**

The old name of the assignee shown on the above assignment is Arteco Planning And Engineering, Inc..

**3. New name of assignee**

The new name of the assignee is Eco-Pak Products, Inc..

**4. Proof of change of name**

Proof of change of name is established by the attached certificate of the Secretary of State of Missouri showing the name change.

**5. Payment of fee**

Please refer to the "ASSIGNMENT (DOCUMENT) COVER SHEET," to which this paper is attached.

  
SIGNATURE OF PRACTITIONER

Jonathan P. Soifer

Reg. No. 34932

Tel. No.: (314) 872-8118

763 South New Ballas Road

Customer No.: 001688

St. Louis, MO 63141

(Change of Name in Recorded Assignments—page 1 of 2)

APPLICATION NO: /	FILING DATE	PATENT NO. <i>(if applicable)</i>	ASSIGNMENT RECORDED ON (DATE)	REEL	FRAME
* 08/951,885	October 16, 1997		October 16, 1997	8781	0620

Copy of the Assignment for the item whose line begins with an asterisk (\*) is being submitted herewith.

(Change of Name in Recorded Assignments—page 2 of 2)

RECORDED: 03/24/1998

PATENT  
REEL: 9057 FRAME: 0306