

05-19-1998



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COVER SHEET
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To the Assistant Commissioner

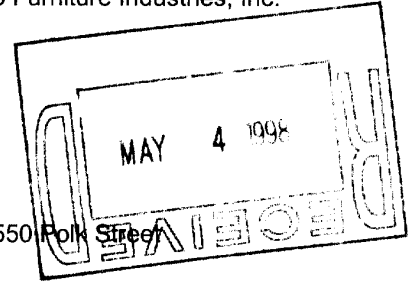
1 original documents or copy thereof.

1. Name of conveying party(ies)
San Giacomo N.A., Ltd.

Name and address of receiving party(ies):

Name: Sangiorgio Furniture Industries, Inc.

Internal Address:



Street Address: 2550 Park Street

City: Union State: NJ Zip: 07083

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: 1/8/98

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

90/004297

29/072558

B. Patent No.(s)

D349623 D366378

D393162 D393385

Additional numbers attached? Yes No

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

Name: C. Robert Rhodes

Internal Address: Rhodes, Coats & Bennett, L.L.P.

P. O. Box 2974

Greensboro, North Carolina 27402

Street Address: 300 N. Greene Street

1600 First Union Tower

City: Greensboro State: NC Zip: 27401

6. Total number of applications and patents involved: _____

..... 6

7. Total fee (37 CFR 3.41): \$240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate 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.

C. Robert Rhodes

4/30/98

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments

PATENT

REEL: 9168 FRAME: 0103

MRD 5-4-98

0000173 29623
240.00 UP
05/18/1998
FC:581

CERTIFICATE OF MERGER

OF

San Giacomo N.A., LTD., A DELAWARE CORPORATION

The undersigned, CARLO BARGAGLI and BETTY VERED, being the President and Secretary, respectively, of San Giacomo N.A., LTD., a Delaware corporation, pursuant to Subchapter IX of the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. That pursuant to the AGREEMENT AND PLAN OF MERGER, to which this Certificate is annexed, SANGIORGIO, INC., a Delaware corporation, and San Giacomo N.A., Ltd., a Delaware corporation, have mutually agreed to, and do hereby merge into San Giacomo N.A., LTD., which shall be the surviving corporation, under Subchapter IX of the General Corporation Law of the State of Delaware.

2. That the Certificate of Incorporation of SANGIORGIO, INC., was filed with the Secretary of State of the State of Delaware on November 27, 1995; and that the Certificate of Incorporation of San Giacomo N.A., LTD., was filed with the Secretary of State of the State of Delaware on December 5, 1988.

3. The class and number of outstanding shares of each of SANGIORGIO, INC. and San Giacomo N.A., LTD., entitled to vote on

the merger is as follows:

	<u>Class</u>	<u>Number of Shares</u>
SANGIORGIO, INC.	Common	500
San Giacomo N.A., LTD.	Common	925

4. That the AGREEMENT AND PLAN OF MERGER has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252.

5. The Certificate of Incorporation of San Giacomo N.A., LTD. shall continue to be the Certificate of Incorporation of San Giacomo N.A., LTD.; except that Article 1 - Name set forth on the said Certificate of Incorporation shall be amended to read as follows: "The name of the corporation (the "Corporation") is SanGiorgio Furniture Industries Inc."

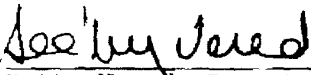
6. That the merger is permitted by the laws of the State of Delaware and the applicable filing and recording provisions of the laws of the State of Delaware will be complied with by each of SANGIORGIO, INC. and San Giacomo N.A., LTD.

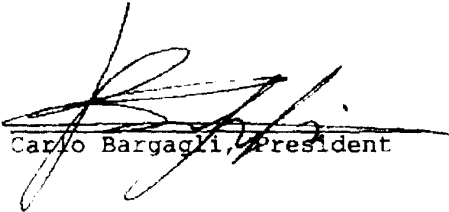
7. That the executed AGREEMENT AND PLAN OF MERGER is on file at the principal place of business of San Giacomo N.A., LTD., the surviving corporation, at 2550 Polk Street, Union, New Jersey 07083.

8. That a copy of the AGREEMENT AND PLAN OF MERGER will be furnished by San Giacomo N.A., LTD., the surviving corporation, on request and without cost to any Stockholder of either SANGIORGIO, INC. or San Giacomo N.A., LTD.

9. That the merger is to become effective as of the filing date of this Certificate of Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has hereunto signed their names as President and Secretary of San Giacomo N.A., LTD., this 24th day of September, 1997.


Betty Vered, Secretary


Carlo Bargagli, President

AGREEMENT AND PLAN OF MERGER OF
SANGIORGIO, INC., a Delaware corporation and
San Giacomo N.A., LTD., a Delaware corporation
into
San Giacomo N.A., LTD., a Delaware corporation

THIS AGREEMENT, made and entered into this 24th day of September, 1997, by and between SANGIORGIO, INC., a Delaware corporation, having its principal place of business located at 2200 South Ocean Lane, Apartment 2905, in the City of Fort Lauderdale, County of Broward and State of Florida (the "Merged Corporation"), and San Giacomo N.A., LTD., a Delaware corporation, having its principal place of business located at 2550 Polk Street, in the Township of Union, County of Union and State of New Jersey (the "Surviving Corporation");

W I T N E S S E T H:

WHEREAS, the registered office of the Merged Corporation in the State of Delaware is located at 1013 Centre Road, Wilmington, and The Prentice-Hall Corporation System, Inc. is the agent therein, in charge thereof, and upon whom process against the Surviving Corporation may be served within said State;

WHEREAS, the registered office of the Surviving Corporation

in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, and The Corporation Trust Company is the agent therein, in charge thereof, and upon whom process against the Merged Corporation may be served within said State;

WHEREAS, the Merged Corporation, under its Certificate of Incorporation filed with the Secretary of State of the State of Delaware, on the 27th day of November, 1995, is authorized to issue One Thousand (1,000) shares of Common Stock with \$.01 per share par value, and there have been duly issued certificates for Five Hundred (500) shares of such stock;

WHEREAS, the Surviving Corporation, under its Certificate of Incorporation filed with the Secretary of State of the State of Delaware on the 5th day of December, 1988, is authorized to issue Three Thousand (3,000) shares of Common Stock with \$.01 per share par value, and there have been duly issued certificates for Nine Hundred Twenty-Five (925) shares of such stock; and

WHEREAS, the respective Boards of Directors of each of the Surviving Corporation and the Merged Corporation deem it advisable and desirable, to the end that greater efficiency and economy of management may be accomplished and otherwise and generally to the advantage and welfare of the Surviving Corporation and the Merged Corporation and their respective

Stockholders that the properties, businesses, assets and liabilities of the Surviving Corporation and the Merged Corporation be merged into the Surviving Corporation under and pursuant to the provisions of Subchapter IX of the General Corporation Law of the State of Delaware; and each of the Boards of Directors of the Surviving Corporation and the Merged Corporation has adopted and approved this Agreement and Plan of Merger and has authorized its corporate officers to execute this Agreement and Plan of Merger and to carry out the terms and conditions set forth herein;

N O W T H E R E F O R E,

In consideration of the premises and the mutual agreements, provisions, covenants and grants herein contained, it is hereby agreed by and among the said parties hereto, and in accordance with the statutes of the State of Delaware, that the Merged Corporation shall be and is hereby merged into the Surviving Corporation.

AND the parties hereto by these presents agree to and prescribe the terms and conditions of the merger and the mode of carrying the same into effect, which terms and conditions and mode of carrying the same into effect, the parties hereto do mutually and severally agree and covenant to observe, keep and

perform; that is to say:

Article I: The name of each corporation, a party to this Agreement and Plan of Merger and their respective states of incorporation, are SANGIORGIO, INC., a Delaware corporation, and San Giacomo N.A., LTD., a Delaware corporation. San Giacomo N.A., LTD., shall be the Surviving Corporation and shall continue to exist as a domestic corporation under and by virtue of the authority of the laws of the State of Delaware.

Article II: The class and number of outstanding shares of the Surviving Corporation and the Merged Corporation entitled to vote is as follows:

	<u>Class</u>	<u>Number of Shares</u>
San Giacomo N.A., LTD.	Common	925
SANGIORGIO, INC.	Common	500

Article III: The number of Directors constituting the Board of Directors of the Surviving Corporation shall be two (2) and the names and addresses of the Directors of the Surviving Corporation, who shall hold office until their successors be chosen or appointed according to the by-laws of the Surviving Corporation, are as follows:

<u>Name of Director</u>	<u>Address</u>
Carlo Bargagli	2550 Polk Street Union, New Jersey

Bruce Penelli

2550 Polk Street
Union, New Jersey

The Officers of the Surviving Corporation shall be a President and a Secretary. Carlo Bargagli shall hold the office of President and Betty Vered shall hold the office of Secretary.

Article IV: The number of authorized shares of the Surviving Corporation is and shall remain at Three Thousand (3,000) shares of Common Stock with \$.01 per share par value.

Article V: The manner and basis of converting the issued shares of the Merged Corporation into shares of the Surviving Corporation, upon the effective date of the merger shall be as follows:

(A) The Nine Hundred Twenty-Five (925) shares of the Common Stock of the Surviving Corporation issued and outstanding on the effective date of the merger shall remain issued and outstanding shares of the Surviving Corporation; and

(B) The Five Hundred (500) shares of the Common Stock of the Merged Corporation owned by the Surviving Corporation, shall be cancelled as of record.

Article VI: The Certificate of Incorporation of the Surviving Corporation shall continue to be the Certificate of Incorporation of the Surviving Corporation except that Article 1 - Name set forth on the said Certificate of Incorporation shall

be amended to read as follows: "The name of the corporation (the "Corporation") is SanGiorgio Furniture Industries Inc."

Article VII: The corporate name and organization of the Merged Corporation, except insofar as the same shall continue by statute or may be requisite carrying out the purposes of this Agreement and Plan of Merger, shall cease upon filing with the Secretary of State of the State of Delaware, the Certificate of Merger for the Surviving Corporation and the Merged Corporation, together with this Agreement and Plan of Merger.

Article VIII: The by-laws of the Surviving Corporation shall continue to be the by-laws of the Surviving Corporation until changed or amended as provided therein.

Article IX. Upon the consummation of the act of merger herein provided for, all and singular rights, privileges, powers and franchises of each of the Surviving Corporation and the Merged Corporation and all property, real, personal and mixed and all debts due on whatever accounts, as well as for stock subscriptions as well as all other choses in action or belonging to each of the Surviving Corporation and the Merged Corporation, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest of the Surviving Corporation and the Merged Corporation, shall hereafter be the property of the Surviving

Corporation as they were of the Surviving Corporation and the Merged Corporation, prior to the merger, and the title to any and all real estate, whether by deed or otherwise vested in the Surviving Corporation and the Merged Corporation, shall not revert or be in any way impaired by reason of the merger; provided that all rights of creditors and all liens upon the property of the Surviving Corporation and the Merged Corporation, shall be preserved unimpaired; and all debts, liabilities and duties of the Surviving Corporation and the Merged Corporation, including Federal, state and local tax liabilities, shall forthwith attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, it being expressly provided that the merger of the Surviving Corporation and the Merged Corporation, shall not in any manner impair the rights of any creditor or creditors of either of the Surviving Corporation or the Merged Corporation. If at any time the Surviving Corporation shall deem or be advised that any further assignments, assurances in the law, or things are necessary or desirable to vest in the Surviving Corporation the title to any property of the Merged Corporation, its Officers and Directors shall and will execute all proper assignments and assurances in the law, and do all things necessary or proper to vest title to

such property in the Surviving Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger.

Article X: The Surviving Corporation shall pay all expenses of the merger.

Article XI: This Agreement and Plan of Merger shall be submitted to the respective Stockholders of the Surviving Corporation and the Merged Corporation for approval as required by the laws of the State of Delaware, and shall take effect and be deemed and taken to be the Agreement and Plan of Merger of the Surviving Corporation and the Merged Corporation upon the adoption and approval thereof by the Stockholders of each of the Surviving Corporation and the Merged Corporation entitled to vote on the merger, in accordance with the requirements of the laws of the State of Delaware. If and when such required approval is obtained, the Officers of the Surviving Corporation and the Merged Corporation shall be and are hereby authorized and directed to perform all such further acts and execute and deliver to the Secretary of State of the State of Delaware for filing, all documents as the same may be necessary or proper to render effective the merger contemplated by this Agreement and Plan of Merger.

Article XII: The effective date of the merger shall be the filing date specified on the Certificate of Merger filed with the

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SAN GIACOMO N.A., LTD.", A DELAWARE CORPORATION,
WITH AND INTO "SANGIORGIO, INC." UNDER THE NAME OF
"SANGIORGIO FURNITURE INDUSTRIES INC.", A CORPORATION ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF
OCTOBER, A.D. 1997, AT 9 O'CLOCK A.M.



Edward J. Freel, Secretary of State

2565258 8100M

AUTHENTICATION:

8856232

971426662
RECORDED: 05/04/1998

DATE: 01-08-98
PATENT
REEL: 9168 FRAME: 0115