

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2004
CONVEYING PARTY DATA	
Name	Execution Date
Landa, Inc.	12/30/2004
RECEIVING PARTY DATA	
Name:	C-Tech Enterprises, Inc.
Street Address:	4275 NW Pacific Rim Blvd.
City:	Camas
State/Country:	WASHINGTON
Postal Code:	98607
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5381742
Patent Number:	6044852
Patent Number:	6109277
Patent Number:	D384446
Patent Number:	D406417
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3038639700
Email:	srlaw@sheridanross.com
Correspondent Name:	Sheridan Ross P.C.
Address Line 1:	1560 Broadway
Address Line 2:	Suite 1200
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	2651CT-2010

CH \$200.00 5381742

501130695

PATENT
REEL: 024140 FRAME: 0120

NAME OF SUBMITTER:

Erin A. Kelly

Total Attachments: 12

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Phone: (503) 986-2200
Fax: (503) 378-4381

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327
FilingInOregon.com

Check the appropriate box below:

- ☒ MULTI-ENTITY MERGER
(Complete only 1, 2, 3, 4, 10, 11)
☐ FOR PARENT AND 90% OWNED SUBSIDIARY
WITHOUT SHAREHOLDER APPROVAL
(Complete only 5, 6, 7, 8, 9, 10, 11)

Articles of Merger

FILED

DEC 30 2004

**OREGON
SECRETARY OF STATE**

NON-SURVIVOR
REGISTRY NUMBER:

087354-17

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE

NAME	TYPE	REGISTRY NUMBER
Landa, Inc.	D.B.C.	087354-17
C-Tech Enterprises, Inc.	F.B.C.	N/A

2) NAME AND TYPE OF THE SURVIVING ENTITY C-Tech Enterprises, Inc., Foreign Business Corporation

☐ Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED. See ORS 60.481(2)

4) THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER.

☒ A copy of the vote required by each entity is attached.

FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

5) NAME OF PARENT CORPORATION _____

Oregon Registry Number _____

6) NAME OF SUBSIDIARY CORPORATION _____

Oregon Registry Number _____

7) NAME OF SURVIVING CORPORATION _____

8) COPY OF PLAN

☐ A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached

9) CHECK THE APPROPRIATE BOX

☐ A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before _____ Date

☐ The mailing of a copy of the plan or summary was waived by all outstanding shares

10) EXECUTION

Signature _____

Printed Name

Andrew G. Gale

Title

President, C-Tech Enterprises, Inc

11) CONTACT NAME (To resolve questions with this filing)

Charles J. Hill, Esq.

DAYTIME PHONE NUMBER (include area code)

(215) 979-1214

FEES

Required Processing Fee \$50 - Confirmation Copy (Optional) \$5
Processing Fees are nonrefundable.
Please make check payable to "Corporation Division."

NOTE:
Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of December 31, 2004 is by and between C-TECH ENTERPRISES, INC., a Delaware corporation ("C-Tech"), and LANDA, INC., an Oregon corporation ("Landa"), (the foregoing are hereinafter sometimes referred to as the "Constituent Corporations").

BACKGROUND

C-Tech is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on September 10, 1997 and having authorized capital stock of 1,500,000 shares of common stock, par value \$0.01 per share, of which 1,000,000 shares are issued and outstanding, all of which are owned by Alfred Karcher Holdings Inc., a Delaware corporation; and

Landa is a corporation duly organized and existing under the laws of the State of Oregon, having been incorporated on September 3, 1969 and having authorized capital stock of 1,500,000 shares of common stock, par value \$0.01 per share, of which 138,426.7 shares are issued and outstanding, all of which are owned by C-Tech; and

The Board of Directors of C-Tech, and the Board of Directors and sole shareholder of Landa, have determined that a merger of Landa with and into C-Tech (hereinafter sometimes referred to as the "Merger") has a valid business purpose, is advisable, and is in the best interests of each of the Constituent Corporations, and by resolutions duly adopted, have approved this Agreement in the manner and upon the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the laws of the State of Delaware and the State of Oregon.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the promises and mutual covenants and agreements herein set forth, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **The Merger.**

1.1 At the Effective Time (as defined in Section 2) and subject to and upon the terms and conditions of this Agreement, the Delaware General Corporation Law (the "DGCL") and the Oregon Business Corporation Act (the "OBCA"). Landa shall be merged with and into C-Tech, the separate corporate existence of Landa shall cease and C-Tech shall continue as the surviving corporation. C-Tech, as the surviving corporation after the Merger, is sometimes hereinafter referred to as the "Surviving Corporation."

1.2 The Constituent Corporations shall simultaneously execute in the manner required by the DGCL and the OBCA and deliver to the Secretary of State of the State of Delaware a duly executed and verified Certificate of Ownership and Merger and to the Secretary of State of the State of Oregon duly executed and verified Articles of Merger. The parties shall take such other and further actions as may be required by law to make the Merger effective.

2. **Effective Time.** The effective time of the Merger shall be December 31, 2004 at 11:59 p.m. Eastern Standard Time (the "Effective Time").

3. **Effect of the Merger.** The Merger shall have the effects set forth in Section 259 of the DGCL and Section 60.497 of the OBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Landa shall vest in the Surviving Corporation, and all debts, liabilities and duties of Landa shall become the debts, liabilities and duties of the Surviving Corporation. As required by the OBCA, the Surviving Corporation acknowledges that, effective as of the Effective Time, it shall be deemed to have appointed the Secretary of State of the State of Oregon as its agent for service of process in a proceeding to enforce any obligation of Landa or the rights of dissenting shareholders of Landa and to have agreed that it will promptly pay to the dissenting shareholders of Landa, if any, the amount, if any, to which they are entitled under the applicable provisions of the OBCA.

4. **Certificate of Incorporation; By-laws; Directors and Officers.**

4.1 At the Effective Time, the Certificate of Incorporation of C-Tech, in effect immediately before the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation.

4.2 The By-laws of C-Tech, as in effect immediately before the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such By-laws.

4.3 The directors of C-Tech in office immediately before the Effective Time shall be the initial directors of the Surviving Corporation, and the officers of C-Tech in office immediately before the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their successors are duly elected or appointed. If, at the Effective Time, a vacancy shall exist on the Board of Directors of C-Tech or in any office of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by law and the By-laws of the Surviving Corporation.

5. **Conversion of Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of C-Tech, Landa or Alfred Karcher Holdings Inc. as the holder of all of the outstanding capital stock of C-Tech:

5.1 Each share of common stock, par value \$0.01 per share, of Landa issued and outstanding immediately before the Effective Time shall automatically be canceled and extinguished.

5.2 Each share of common stock, par value \$0.01 per share, of C-Tech issued and outstanding immediately before the Effective Time shall remain issued and outstanding and be unaffected by the Merger.

6. **Representations and Warranties of Landa.** Landa hereby represents and warrants to C-Tech as follows:

6.1 **Organization and Qualification.** Landa is a corporation duly organized, validly existing and in good standing under the laws of the State of Oregon. Landa has the

requisite corporate power and authority and any necessary governmental approvals to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such admission necessary, except for such failure which, when taken together with all other such failures, would not have a material adverse effect.

6.2 Capitalization. The authorized capital stock of Landa consists of 1,500,000 shares of common stock. As of the date hereof, 138,426.7 shares of Landa common stock were issued and outstanding. All of the issued and outstanding shares of Landa common stock are duly authorized, validly issued, fully paid and nonassessable.

6.3 Authority Relative to this Agreement. Landa has the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by Landa and the consummation by Landa of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Landa. This Agreement has been duly executed and delivered by Landa and, assuming due and valid authorization, execution and delivery hereof by C-Tech, constitutes the legal, valid and binding obligation of Landa, enforceable against it in accordance with its terms.

6.4 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by Landa do not, and the performance of this Agreement by Landa will not, (i) conflict with or violate any law, order, writ, injunction, decree, statute, rule or regulation, court order or judgment applicable to Landa or by which Landa or any of its properties or assets may be bound or affected, (ii) violate or conflict with the Articles of Incorporation or Bylaws of Landa or (iii) result in a violation or breach of or constitute a default under, with or without due notice or lapse of time or both, or give to others any rights of termination or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of Landa pursuant to, any contract, instrument, permit, license or franchise to which Landa is a party or by which Landa or any of its properties is bound or affected, excluding from the foregoing clauses (i) and (iii) such violations, breaches or defaults which, in the aggregate, would not have a material adverse effect.

(b) Except for the filing and recordation of appropriate merger or other documents as required by the DGCL and the OBCA, Landa: (i) is not required to submit any notice, report, permit, authorization or other filing with any court, arbitrable tribunal, administrative agency or commission or other governmental or other regulatory authority or agency, domestic or foreign (a "Governmental Authority"), in connection with the execution or delivery or performance of this Agreement and (ii) no waiver, consent, approval or authorization of any Governmental Authority is required to be obtained or made by Landa in connection with its execution or delivery or performance of this Agreement.

7. Representations and Warranties of C-Tech. C-Tech hereby represents and warrants to Landa as follows:

7.1 Organization and Qualification. C-Tech is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. C-Tech has the requisite corporate power and authority and any necessary governmental approvals to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such admission necessary, except for such failure which, when taken together with all other such failures, would not have a material adverse effect.

7.2 Capitalization. The authorized capital stock of C-Tech consists of 1,500,000 shares of common stock. As of the date hereof, 1,000,000 shares of C-Tech common stock were issued and outstanding. All of the issued and outstanding shares of C-Tech common stock are duly authorized, validly issued, fully paid and nonassessable.

7.3 Authority Relative to this Agreement. C-Tech has the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by C-Tech and the consummation by C-Tech of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of C-Tech. This Agreement has been duly executed and delivered by C-Tech and, assuming due and valid authorization, execution and delivery hereof by Landa, constitutes the legal, valid and binding obligation of C-Tech, enforceable against it in accordance with its terms.

7.4 No Conflict, Required Filings and Consents.

(a) The execution and delivery of this Agreement by C-Tech does not, and the performance of this Agreement by C-Tech will not, (i) conflict with or violate any law, order, writ, injunction, decree, statute, rule or regulation, court order or judgment applicable to C-Tech or by which C-Tech or any of its properties or assets may be bound or affected, (ii) violate or conflict with the Certificate of Incorporation or By-laws of C-Tech or (iii) result in a violation or breach of or constitute a default under, with or without due notice or lapse of time or both, or give to others any rights of termination or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of C-Tech pursuant to, any contract, instrument, permit, license or franchise to which C-Tech is a party or by which C-Tech or any of its properties is bound or affected, excluding from the foregoing clauses (i) and (iii) such violations, breaches or defaults which, in the aggregate, would not have a material adverse effect.

(b) Except for the filing and recordation of appropriate merger or other documents as required by the DGCL and the OBCA, C-Tech: (i) is not required to submit any notice, report, permit, authorization or other filing with any Governmental Authority in connection with the execution or delivery or performance of this Agreement and (ii) no waiver, consent, approval or authorization of any Governmental Authority is required to be obtained or made by C-Tech in connection with its execution or delivery or performance of this Agreement.

8. Miscellaneous.

8.1 This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time, by the Board of Directors of either of the Constituent Corporations.

In the event of such termination, this Agreement shall be void and have no effect, without any liability on the part of either of the Constituent Corporations, their stockholders, directors or officers.

8.2 This Agreement may be amended upon the authorization of the Boards of Directors of either of the Constituent Corporations at any time prior to the Effective Time.

8.3 This Agreement shall be interpreted in accordance with the substantive laws of the State of Delaware.

8.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof shall bear the signatures of all the parties reflected hereon as the signatories.

8.5 This Agreement shall be treated as the adoption of a plan of complete liquidation on behalf of Landa pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized all as of the day and year first above written.

ATTEST:

C-TECH ENTERPRISES, INC.

By: 

Jeffery H. Traver, Secretary

By: Andrew G. Gale, President and
Chief Executive Officer

ATTEST:

LANDA, INC.

By: 

Jeffery H. Traver, Secretary

By: Andrew G. Gale, President and
Chief Executive Officer

PHN1397183.2

-6-

LANDA, INC.CERTIFICATE OF THE SECRETARY

The undersigned, Jeffery H. Traver, the duly elected and qualified Secretary of Landa, Inc., an Oregon corporation (the "Corporation"), does hereby certify, in such capacity and on behalf of the Corporation, as follows:

(1) Attached hereto as Exhibit A is a true, complete and correct copy of the resolutions, which approve the form, terms and provisions of the Agreement and Plan of Merger (the "Merger Agreement") by and between the Corporation and C-Tech Enterprises, Inc., a Delaware corporation and the sole shareholder of the Corporation ("C-Tech"), adopted by Written Consent of the Board of Directors of the Corporation on December 28, 2004 in accordance with the laws of the State of Oregon and the Bylaws of the Corporation, and that such resolutions are in full force and effect, without amendment, as of the date hereof, and that pursuant to such Written Consent, all of the members of the Board of Directors of the Corporation voted in favor of the merger transactions contemplated by the Merger Agreement, with no members voting against such transactions.

(2) Attached hereto as Exhibit B is a true, complete and correct copy of the resolutions, which approve the form, terms and provisions of the Merger Agreement by and between the Corporation and C-Tech, adopted by Written Consent of the Sole Shareholder of the Corporation on December 28, 2004, in accordance with the laws of the State of Oregon and the Bylaws of the Corporation, and that such resolutions are in full force and effect, without amendment, as of the date hereof, and that pursuant to such Written Consent, 138,426.7 shares of the Corporation's common stock, representing all of the issued and outstanding shares of the Corporation and representing all of the classes entitled to vote on the Merger Agreement, were voted in favor of the merger transactions contemplated by the Merger Agreement, with no shares voting against such transactions.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 30th day of December, 2004.



Jeffery H. Traver,
Secretary

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EXHIBIT A

WHEREAS, this Board of Directors has reviewed the terms and provisions of that certain Agreement and Plan of Merger dated as of December 31, 2004 (the "Merger Agreement") between the Corporation and C-Tech Enterprises, Inc., a Delaware corporation and the sole shareholder of the Corporation ("C-Tech"), pursuant to which, at 11:59 p.m. Eastern Standard Time on December 31, 2004, the Corporation will be merged with and into C-Tech and the separate corporate existence of the Corporation will cease; and

WHEREAS, this Board of Directors believes that the terms of the Merger Agreement are fair and reasonable and that the execution and delivery by the Corporation of the Merger Agreement and the other documents required to be executed and delivered by the Corporation in connection therewith, and the consummation of the transactions contemplated thereby, have a valid business purpose and are advisable and in the best interests of the Corporation;

IT IS HEREBY:

RESOLVED, that the form, terms and provisions of the Merger Agreement, in the form submitted to this Board of Directors, are hereby approved and adopted; and

FURTHER RESOLVED, that the President and the Secretary of the Corporation are hereby authorized, subject to the approval of the Merger Agreement by the sole shareholder of the Corporation, to execute and deliver the Merger Agreement for and on behalf of the Corporation, substantially in the form submitted to this Board of Directors, with such changes therein and additions thereto as shall be approved by such President and Secretary, such approval to be evidenced conclusively by their execution and delivery thereof; and

FURTHER RESOLVED, that this Board of Directors hereby directs that the Merger Agreement be submitted to the sole shareholder of the Corporation for its approval and adoption; and

FURTHER RESOLVED, that upon approval and adoption of the Merger Agreement by the sole shareholder of the Corporation, the President and the Secretary of the Corporation are hereby authorized to execute and deliver for filing with the Secretary of State of the State of Oregon Articles of Merger, and with the Secretary of State of the State of Delaware a Certificate of Ownership and Merger, each in such form, with such additions, deletions or changes therein, and modifications thereof, if any, as such President and Secretary shall approve, their signature to be conclusive evidence of their approval of such additions, deletions, changes or modifications; and

FURTHER RESOLVED, that the President and the Secretary of the Corporation are hereby authorized and directed to take all other actions which they may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions.

EXHIBIT B

RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger between the Corporation and C-Tech Enterprises, Inc., a Delaware corporation and the sole shareholder of the Corporation ("C-Tech"), pursuant to which the Corporation will be merged with and into C-Tech, with C-Tech being the surviving corporation, each issued and outstanding share of the Corporation's common stock, par value \$0.01 per share, will be automatically canceled and all of the issued and outstanding common stock of C-Tech will remain issued and outstanding and be unaffected by such merger, in the form submitted to the sole shareholder of the Corporation, is hereby adopted and approved.

C-TECH ENTERPRISES, INC.CERTIFICATE OF THE SECRETARY

The undersigned, Jeffery H. Traver, the duly elected and qualified Secretary of C-Tech Enterprises, Inc., a Delaware corporation (the "Corporation"), does hereby certify, in such capacity and on behalf of the Corporation, as follows:

(1) Attached hereto as Exhibit A is a true, complete and correct copy of the resolutions, which approve the form, terms and provisions of the Agreement and Plan of Merger (the "Merger Agreement") by and between the Corporation and Landa, Inc., an Oregon corporation and a wholly owned subsidiary of the Corporation, adopted by Written Consent of the Board of Directors of the Corporation on December 28, 2004 in accordance with the laws of the State of Delaware and the By-laws of the Corporation, and that such resolutions are in full force and effect, without amendment, as of the date hereof, and that pursuant to such Written Consent, all of the members of the Board of Directors of the Corporation voted in favor of the merger transactions contemplated by the Merger Agreement, with no members voting against such transactions.

(2) In reliance upon Section 253 of the Delaware General Corporation Law, no stockholder vote was obtained and therefore no resolutions of the sole stockholder are attached hereto.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 20th day of December, 2004.



Jeffery H. Traver,
Secretary

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087354-17

EXHIBIT A

WHEREAS, this Board of Directors has reviewed the terms and provisions of that certain Agreement and Plan of Merger dated as of December 31, 2004 (the "Landa Merger Agreement") between the Corporation and Landa, Inc., an Oregon corporation and a wholly owned subsidiary of the Corporation ("Landa"), pursuant to which, at 11:59 p.m. Eastern Standard Time on December 31, 2004, Landa will be merged with and into the Corporation and the separate corporate existence of Landa will cease; and

WHEREAS, this Board of Directors believes that the terms of the Landa Merger Agreement are fair and reasonable and that the execution and delivery by the Corporation of the Landa Merger Agreement and the other documents required to be executed and delivered by the Corporation in connection therewith, and the consummation of the transactions contemplated thereby, have a valid business purpose and are advisable and in the best interests of the Corporation;

IT IS HEREBY:

RESOLVED, that the form, terms and provisions of the Landa Merger Agreement, in the form submitted to this Board of Directors, are hereby approved and adopted; and

FURTHER RESOLVED, that the President and the Secretary of the Corporation are hereby authorized to execute and deliver the Landa Merger Agreement for and on behalf of the Corporation, substantially in the form submitted to this Board of Directors, with such changes therein and additions thereto as shall be approved by such President and Secretary, such approval to be evidenced conclusively by their execution and delivery thereof; and

FURTHER RESOLVED, that the President and the Secretary of the Corporation are hereby authorized to execute and deliver for filing with the Secretary of State of the State of Delaware a Certificate of Ownership and Merger, and with the Secretary of State of the State of Oregon Articles of Merger, each in such form, with such additions, deletions or changes therein, and modifications thereof, if any, as such President and Secretary shall approve, their signature to be conclusive evidence of their approval of such additions, deletions, changes or modifications; and

FURTHER RESOLVED, that the President and the Secretary of the Corporation are hereby authorized and directed to take all other actions which they may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions.