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	Name Monaco Coach Corporation			June 24, 1992			
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ı	Individual General Partnersh	ip 📋 Limited Part	nership 🔀 Corpo	ration			
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	Receiving Party		-				
	Name Warrick Industries, I	nc.					
	DBA/AKA/TA						
	Address P.O. Box 4206						
	Address						
	Address Elkhart	Indiana		46624			
	City	State/Cou	ntrv	Zip Code			
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		Organization Indiana					
	Domestic Representative Designate		Yes □ No				
	☐ Mark if Additional Names of Received						
-	Correspondent Name and Address	ring Farties Attached	·				
	Correspondent Name and Address						
- 1	Mark J. Liss			T-1			
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	Two Prudential Plaza, Suite 4900		Attorney Docket No. 83504				
-	Chicago, Illinois 60601-6780						
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-	Mark J. Liss		fin	June 8, 1998			
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ARTICLES OF MERGER (August, 1987)

Prescribed by Evan Bayh Secretary of State of Indiana

Present Original and One Copy Filing Fee: \$90

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ARTICLES OF MERGER/SHARE EXCHANGE

AMB AMB

MONACO COACH CORPORATION			
INTO			
WARRICK INDUSTRIES, INC.			

In compliance with the requirements of the Indiana Business Corporation Law, the undersigned corporations desiring to effect a merger or share exchange, set forth the following facts:

Article I

SURVIVING CORPORATION

SECTION 1:

The name of the corporation surviving the merger is:

SECTION 2:

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Act.

Article II

MERGING CORPORATION(S)

The name, State of Incorporation and date of incorporation or admission, respectively, of each Indiana domestic corporation and Indiana-qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

a containing the figure and in the containing of the containing of

MONACO COACH CORPORATION					
(Name of Corporation)					
INDIANA	7-9-87				
(State of Domicile)	(Date of incorporation or qualification in Indiana)				
QUALITY METAL TECH, INC.					
(Name of Corporation)					
INDIANA	8-9-90				
(State of Domicile)	(Date of incorporation or qualification in Indiana)				
McCOY MILLER CORPORATION					
(Name of Corporation)					
INDIANA (State of Domicile)	9-21-89 (Date of incorporation or qualification in Indiana)				

Article III

PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by IC 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

Article IV

MANNER OF ADOPTION AND VOTE

TROCKROMXIX Trockromxix

SECTION 2: Vote of Shareholders

The designation (i.e., common, preferred and any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote seperately on the merger/share exchange and the number of votes of each voting group represented at the meeting is set forth below:

	TOTAL	A	В	С
Designation of Each Voting Group		COMMON		
Number of Outstanding Shares	100	100		
Number of Votes Entitled To Be Cast	100	100		
Number of Votes Represented at Meeting	100	_100		
Shares Voted in Favor	100	100		
Shares Voted Against	0	0		
XXXXXXXXX				
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				

XXXXXXXXXX

SECTION 2:

Vote of Shareholders

The designation (i.e., common, preferred and any classification where different classes of stock exists), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger/share exchange and the number of votes of each voting group represented at the meeting is set forth below:

•	TOTAL	A B	3 C		
Designation of Each Voting Group		COMMON			
Number of Outstanding Shares	100	100			
Number of Votes Entitled To Be Cast	_100	100	<u> </u>		
Number of Votes Represented at Meeting	_100	100			
Shares Voted in Favor	_100	100			
Shares Voted Against	0				
XEXXOXXXX					
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

Article V

EFFECTIVE DATE

(Signature)

ARLEN J. Paul
(Printed Name)

SECRETARY
(Title)

PLAN OF MERGER AGREEMENT

WITNESSETH

WHEREAS, the Surviving Corporation is an Indiana Corporation with its principal offices at 1809 W. Hively, Elkhart, Indiana, and

WHEREAS, each of the Merging Corporations are Indiana Corporations, with principal offices at the following addresses; McCoy - 1809 W. Hively, Elkhart, Indiana, Monaco - 147 S. Second Street, Decatur, Indiana, and QMT - 1809 W. Hively, Elkhart, Indiana, and

WHEREAS, the Surviving Corporation and the Merging Corporations have agreed to a plan of re-organization in order to effect certain administrative, managerial, financial and accounting purposes, effective the date the Articles of Merger are filed and approved by the Indiana Secretary of State, which plan calls for the merger of the Merging Corporations into the Surviving Corporation,

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of all considerations being hereby acknowledged, the Surviving Corporation and Merging Corporations agree to make such merger subject to the following terms and conditions;

- 2. At or before Closing, the proper officers of the Surviving Corporation and Merging Corporations shall execute, on behalf of each respective party, all matters and documents necessary to effectuate the merger herein contemplated, including any Articles of Merger required for filing with the Secretary of State of Indiana, and all assignments or other matters necessary to transfer assets to the Surviving Corporation. Surviving Corporation will file all necessary documents with the Secretary of State of Indiana.
- 3. Upon the effective date of the merger, the Merging Corporations shall merge into and become parts of the Surviving Corporation, which shall survive the merger and continue to be known as "Warrick Industries, Inc.", and the separate existences of the Merging Corporations shall thereupon cease. Upon the consummation of the merger, all issued and outstanding

shares of stock of the Merging Corporations shall be delivered to Surviving Corporation and the shareholders of the Merging Corporations, each of whom is a shareholder of Monaco, shall become shareholders of Surviving Corporation, each with a percentage of outstanding shares equal to their prior percentage of the outstanding shares of Monaco, subject to voting rights limitations established by Surviving Corporation.

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- 4. Upon the effective date of the merger, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, whether public or private of each of the parties hereto; and all property, real, personal and mixed, and all debts due on whatever account and all other choses in action and all and every other interest of or belonging to or due to each of the parties hereto shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein under the laws of the State of Indiana, or any other state, vested in any of the parties hereto shall not revert or be in any way impaired by reason of such merger.
- 5. Upon the Closing, the Surviving Corporation shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of each of the parties hereto in the same manner and to the same extent as if the Surviving Corporation had itself incurred such liabilities and obligations, or had contracted therefor; and any claim existing or action or proceeding pending by or against any of the parties hereto may be prosecuted to judgment as if such

merger had not taken place or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any party hereto shall be impaired by this merger, but any such liens shall be limited to the property upon which they were liens immediately prior to the time of this merger.

- 6. The Articles of Incorporation, together with all amendments thereto, and the By-Laws of the Surviving Corporation as they exist on the effective date of merger shall continue to be the Articles of Incorporation and the By-Laws, respectively, of the Surviving Corporation upon and after the effective date of this merger until changed or amended in accordance with the terms thereof.
- 7. All members of the Board of Directors and all officers of the Surviving Corporation on the effective date of this merger shall be and continue as the directors and officers of the Surviving Corporation after such date, to hold office for the same terms and upon the same conditions as existed prior to the merger.
- 8. This Agreement and each of its provisions shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that this Agreement can not be assigned by any party except by or with the written consent of all other parties.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed by their duly authorized officers

on the date first above written.

WARRICK INDUSTRIES, INC.

By: <u>Arlen J. Paul</u>

Its: Secritary

MONACO COACH CORPORATION

3v: /

Its: Semita

MCCOY MILLER CORPORATION

By: _ arlen J. Paul

Its: Secretary

QUALITY METAL TECH, INC.

By: Orlen J. Paul

Its: Secretary