

12-15-1999

MAN
11.19.99



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COVER SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

12/14/1999 TT0N11 00000233 1430474

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
75.00 DP

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

REEL: 001998 FRAME: 0806

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,430,474"/>	<input type="text" value="1,430,473"/>	<input type="text" value="1,430,472"/>
<input type="text" value="1,363,666"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Louis J. Luzynski

Name of Person Signing

Signature

11-10-99

Date Signed

AGREEMENT OF MERGER
OF
FLEET MANAGEMENT OF NEW ORLEANS, INC.
AND
FLEETMAN, INC.

THIS AGREEMENT OF MERGER, dated as of the 28th day of December, 1993, between Fleet Management of New Orleans, Inc., a Louisiana corporation (hereinafter called "FMNO"), and Fleetman, Inc., a Louisiana corporation (hereinafter sometimes called "Fleetman" and sometimes called "Surviving Corporation"), FMNO and Fleetman being hereinafter sometimes together called the "Constituent Corporations,"

WITNESSETH:

WHEREAS, FMNO is a corporation organized and existing under the laws of the State of Louisiana;

WHEREAS, Fleetman is a corporation organized and existing under the laws of the State of Louisiana;

WHEREAS, FMNO has an authorized capital stock of Five Thousand (5,000) shares of common stock, no par value per share, of which One Thousand Two Hundred (1,200) shares are issued and outstanding;

WHEREAS, Fleetman has an authorized capital stock of Twenty Thousand (20,000) shares of common stock, \$1.00 par value per share ("Fleetman Common Stock"), of which Ten Thousand (10,000) shares are issued and outstanding;

WHEREAS, not less than a majority of the directors of Fleetman and not less than a majority of the directors of FMNO deem it advisable for the welfare and best interests of said Constituent Corporations and for the best interests of the respective shareholders of said Constituent Corporations that FMNO be merged with and into Fleetman (the "Merger") on the terms and conditions hereinafter set forth in accordance with the provisions of the laws of the State of Louisiana, which permit such Merger;

NOW, THEREFORE, the parties hereto, subject to the approval of the respective shareholders of each of the Constituent Corporations as required by law, in consideration of the premises and of the mutual covenants and agreements contained herein and of the benefits to accrue to the parties hereto, have agreed and do hereby agree to the Merger of FMNO and Fleetman into a single

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corporation, which shall be Fleetman, one of the Constituent Corporations, and do hereby agree, prescribe, and set forth the terms and conditions of the Merger, as follows:

ARTICLE 1

MERGER AND NAME OF SURVIVING CORPORATION

FMNO shall be merged into Fleetman and, upon the "Effective Date" as defined in Article 2, the separate existence of FMNO shall cease, except to the extent provided by law in the case of a corporation after its merger into another corporation; and Fleetman shall continue under the laws of the State of Louisiana as the Surviving Corporation under the name, "Fleetman, Inc."

ARTICLE 2

EFFECTIVE DATE

The Merger shall be effective on December 31, 1993, at 11:59 P.M. (the "Effective Date").

ARTICLE 3

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of Fleetman, as presently constituted, shall be and continue to be the Articles of Incorporation of the Surviving Corporation until the same shall be amended or changed as provided by law.

ARTICLE 4

CONVERSION AND CANCELLATION OF SHARES

On the Effective Date each issued and outstanding share of FMNO Common Stock shall be cancelled and extinguished, and each of the 10,000 outstanding shares of Fleetman Common Stock at the Effective Date of the Merger shall remain outstanding and shall not be affected by virtue of the Merger.

ARTICLE 5

SUBMISSION TO SHAREHOLDERS AND FILING OF AGREEMENT

This Agreement of Merger has been or shall be submitted for consideration and vote by the shareholders of each of the Constituent Corporations if same is

required by the laws of the State of Louisiana; and if adopted by the requisite votes of the shareholders of each of the Constituent Corporations, then this Agreement of Merger, certified by the Secretary or an Assistant Secretary of each of the Constituent Corporations, and executed and acknowledged by the President or a Vice President of each of the Constituent Corporations, shall be delivered to the Secretary of State of the State of Louisiana for filing, all in accordance with the applicable provisions of the laws of such State, and the officers of each of the Constituent Corporations shall execute all such other documents, shall take all such other action as may be necessary to make this Agreement of Merger effective, and shall file a copy of the Certificate of Merger issued by the Secretary of State of Louisiana for record in the office of the recorder of mortgages for the Parish of Orleans and any other parish in which any of the Constituent Corporations owns real property on the Effective Date of the Merger.

ARTICLE 6

TRANSFER OF ASSETS AND LIABILITIES

When the Merger has been effected:

1. The separate existence of FMNO shall cease, and the corporate existence and identity of Fleetman shall continue as the Surviving Corporation.
2. The Surviving Corporation shall have the rights, privileges, immunities, and powers and shall be subject to all duties and liabilities of a corporation organized under the Louisiana Business Corporation Law.
3. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed.
4. The Surviving Corporation shall henceforth be responsible and liable for all liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such Merger had not taken place or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

ARTICLE 7

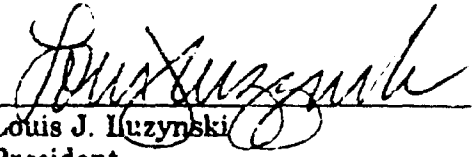
ABANDONMENT

Anything herein to the contrary notwithstanding, this Agreement of Merger and the Merger contemplated hereby may be terminated at any time before the Effective Date, whether before or after approval of this Agreement of Merger by the shareholders of FMNO as follows, and in no other manner:

1. By mutual written consent of FMNO and Fleetman, authorized by their respective Boards of Directors; or
2. By written notice from FMNO to Fleetman or Fleetman to FMNO, as the case may be, if the Effective Date shall not have occurred by December 31, 1993.

IN WITNESS WHEREOF, FMNO has caused this Agreement of Merger to be signed and acknowledged by its duly authorized President or Vice-President.


FLEET MANAGEMENT OF NEW ORLEANS, INC.

By: 
Louis J. Luzynski
President

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned, a Notary Public duly commissioned and qualified in the Parish and State aforesaid, personally came and appeared on this 28th day of December, 1993, Louis J. Luzynski, a person of the full age of majority and known to me personally, who did depose and say that he is the President of Fleet Management of New Orleans, Inc., a corporation organized under the laws of the State of Louisiana and one of the corporations described in the foregoing Agreement of Merger, who, as such President, duly executed said instrument before me and acknowledged the said instrument to be his true act and deed and the act, deed, and agreement of said corporation for the purposes therein expressed, and who deposed and said that the facts stated therein are true.

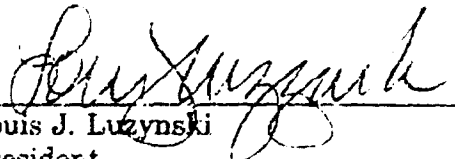
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.


Cecily S. Salley
Notary Public

Cecily S. Salley
NOTARY PUBLIC
My Commission Issued For Life

IN WITNESS WHEREOF, Fleetman has caused this Agreement of Merger to be signed and acknowledged by its duly authorized President or Vice-President.

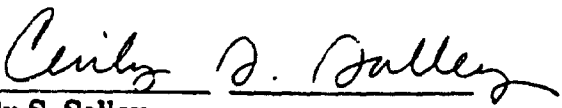
FLEETMAN, INC.

By: 
Louis J. Luzynski
President

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned, a Notary Public duly commissioned and qualified in the Parish and State aforesaid, personally came and appeared on this 28th day of December, 1993, Louis J. Luzynski, a person of the full age of majority and known to me personally, who did depose and say that he is the President of Fleetman, Inc., a corporation organized under the laws of the State of Louisiana and one of the corporations described in the foregoing Agreement of Merger, who, as such President, duly executed said instrument before me and acknowledged the said instrument to be his true act and deed and the act, deed, and agreement of said corporation for the purposes therein expressed, and who deposed and said that the facts stated therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.


Cecily S. Salley
Notary Public

Cecily S. Salley
NOTARY PUBLIC
My Commission Issued For Life

Certificate
of
Secretary
of
Fleet Management of New Orleans, Inc.

I, George P. Mayer, Secretary of Fleet Management of New Orleans, Inc., a corporation organized under the Louisiana Business Corporation Law, do hereby certify that the above and foregoing Agreement of Merger of Fleet Management of New Orleans, Inc. and Fleetman, Inc., after having been approved by the Board of Directors of each such corporation, was submitted to the sole shareholder of Fleet Management of New Orleans, Inc. in the manner prescribed by La. R.S. 12:112C and 12:76A (1950) and was approved by a unanimous written consent of the holder of all of the voting power of Fleet Management of New Orleans, Inc. given on December 28, 1993, and that no amendments to said Agreement of Merger were proposed by the shareholder of Fleet Management of New Orleans, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand at New Orleans, Louisiana, on this 28th day of December, 1993.



George P. Mayer, Secretary

Certificate
of
Secretary
of
Fleetman, Inc.

I, George P. Mayer, Secretary of Fleetman, Inc., a corporation organized under the Louisiana Business Corporation Law, do hereby certify that the above and foregoing Agreement of Merger of Fleet Management of New Orleans, Inc. and Fleetman, Inc., has been approved by the Board of Directors of each such corporation, and that pursuant to La. R.S. 112H (1950), the approval of same by the shareholders of Fleetman, Inc. is not required.

IN WITNESS WHEREOF, I have hereunto set my hand at New Orleans, Louisiana, on this 28th day of December, 1993.



George P. Mayer, Secretary

c:\8\13689\95g\merger.agr

W. Fox McKeithen
Secretary of State

DOMESTIC CORPORATION

ANNUAL REPORT

For Period Ending
May 29, 1997



022897

INDICATE ANY CHANGES BELOW

342(9825 D

FLEETMAN, INC.
C/O GEORGE MAYER
3000 34TH ST.
METAIRIE, LA 70001

INDICATE ANY CHANGES BELOW

Registered Office Address in Louisiana
(Do Not Use P.O. Box)
3000 34TH STREET
METAIRIE, LA 70001

Issued Shares

72-1074903

Our records indicate the following registered agents for the corporation. Indicate any changes below. All agents must have a Louisiana address. New registered agents require a notarized signature. Delete when necessary.

LOUIS J. LUZYNSKI
3000 34TH STREET/METAIRIE, LA 70001

Our records indicate the following officers or directors for the Corporation. Indicate any changes below. If additional space is needed, attach addendum. Indicate all offices held by each individual listed. Delete when necessary.

LOUIS J. LUZYNSKI 3000 34TH STREET/METAIRIE, LA 70001	DIR
GEORGE P. HAYER 3000 34TH STREET/METAIRIE, LA 70001	SECT
HAROLD HERRMANN 3000 34TH STREET/METAIRIE, LA 70001	TREAS

TO BE COMPLETED ONLY BY FOREIGN CORPORATIONS

SIGN >

TO BE COMPLETED ONLY BY DOMESTIC CORPORATIONS

SIGN >

George Mayer

SECRETARY

Phone 504
835-7171

Date
5/25/97

Enclose filing fee of \$ 25.00

Make remittance payable to Secretary of State

Do Not Send Cash

Return by: May 29, 1997
to: Corporations Division
P.O. Box 94125
Baton Rouge, LA 70804-9125
Phone (504) 925-4704

CHECK
IF NO
CHANGE

022897

UNSIGNED REPORTS WILL BE RETURNED

TRADEMARK

RECORDED: 11/19/1999

REEL: 001998 FRAME: 0816