

01-24-2001



101591564

1.8.01

**RECORDATION FORM 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  
1/1/98
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name Vulcan Foundry Corporation 1/1/98

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Louisiana

**Receiving Party**

Mark if additional names of receiving parties attached

Name East Jordan Iron Works, Inc.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 301 Spring Street

Address (line 2) P.O. Box 439

Address (line 3) \_\_\_\_\_ East Jordan, MI 49727-0439  
City State/Country Zip Code

- Individual
  - General Partnership
  - Limited Partnership
  - Corporation
  - Association
  - Other \_\_\_\_\_
- 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.)

Citizenship/State of Incorporation/Organization Michigan

**FOR OFFICE USE ONLY**

01/23/2001 6TON11 00000113 1631280

01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**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)

Registration Number(s)

**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.

Tina M. Berube

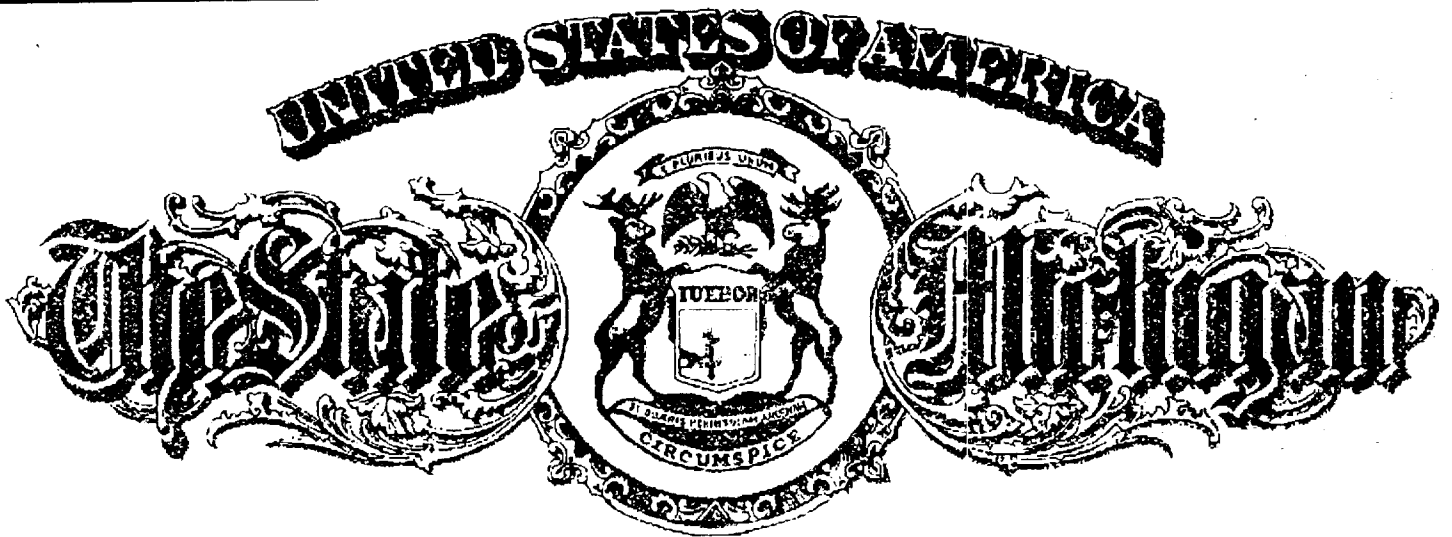
*Tina M. Berube*

1-2-01

Name of Person Signing

Signature

Date Signed



Michigan Department of Consumer and Industry Services

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of December, 2000.*

, Director

172 0536010

Bureau of Commercial Services

# Michigan Department of Consumer and Industry Services

## Filing Endorsement

*This is to Certify that the MERGER DOCUMENT*

*for*

*EAST JORDAN IRON WORKS, INC.*

*ID NUMBER: 282204*

*received by facsimile transmission on December 29, 1997 is hereby endorsed*

*Filed on December 30, 1997 by the Administrator.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 30th day of December, 1997.*

*Julie Croll*

*, Director*

*Corporation, Securities and Land Development Bureau*



GOLD SEAL APPEARS ONLY ON ORIGINAL

TRADEMARK  
REEL: 002217 FRAME: 0766

CERTIFICATE OF MERGER

OF

VULCAN FOUNDRY CORPORATION

(a Louisiana corporation)

INTO

EAST JORDAN IRON WORKS, INC. (identification no. 282-204

(a Michigan corporation)

Pursuant to the provisions of Act 284, Public Acts of the State of Michigan of 1972, as amended, the undersigned corporations execute the following Certificate of Merger:

1. The names of the constituent corporations and their states of incorporation are Vulcan Foundry Corporation, a Louisiana corporation, and East Jordan Iron Works, Inc., a Michigan corporation. The surviving corporation is East Jordan Iron Works, Inc. (282-204)

2. As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

Name of Corporation	Designation and number of shares in each class or series outstanding	Indicate Class or series of shares entitled to vote	Indicate Class or series of shares entitled to vote as a class
Vulcan Foundry Corporation	200 Class A 60,000 Class B	Class A Common	
East Jordan Iron Works, Inc.	200 Class A 61,296 Class B	Class A Common	

3. On the effective date of the merger, the 60,200 issued and outstanding shares of Common Stock of Vulcan Foundry Corporation shall thereupon, and without the surrender of stock certificates or any other action, be canceled in exchange for shares of Common Stock of East Jordan Iron Works, Inc., in the ratio of 1/10.165 shares of East Jordan Iron Works, Inc., Class B Common Stock for each share of Class A Common Stock of Vulcan Foundry Corporation, and in the ratio of 1/11.23 shares of East Jordan Iron Works, Inc., Class B Common Stock for each share of Class B Common Stock of Vulcan Foundry Corporation, and

for other good and valuable consideration. No fractional shares shall be issued in connection with the merger.

The issued and outstanding shares of Class A Common Stock and of Class B Common Stock of East Jordan Iron Works, Inc., shall not be converted, but each share of each class of Common Stock which is issued and outstanding as of the effective date of the merger, shall continue to represent one issued and outstanding share of the surviving corporation. Additional terms are set forth in the Plan of Merger attached hereto and incorporated herein by reference as Exhibit A.

4. This merger is permitted by the laws of the State of Michigan and the laws of the State of Louisiana, the jurisdiction under which Vulcan Foundry Corporation is organized, and the Agreement and Plan of Merger which was adopted and approved by both corporations pursuant to and in accordance with the laws of those jurisdictions.

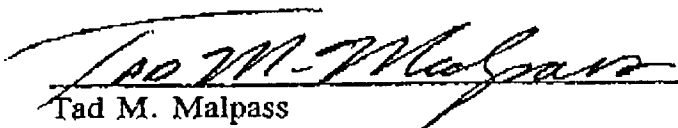
5. The effective date of the certificate of merger shall be the 1st day of January, 1998.

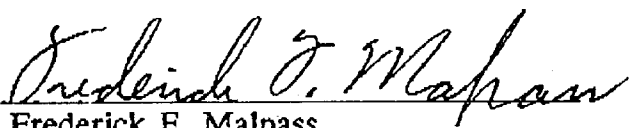
6. The plan of merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

7. The plan of merger was approved by the Board of Directors and the shareholders of East Jordan Iron Works, a Michigan corporation, in accordance with Section 703a of the Act.

Attest:

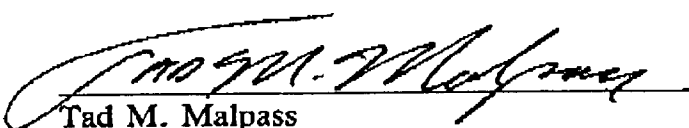
EAST JORDAN IRON WORKS, INC.

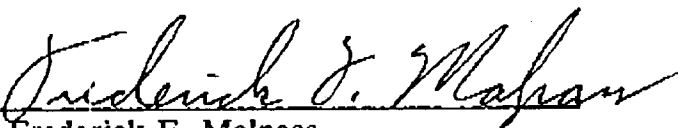
  
Tad M. Malpass  
Executive Vice President

By   
Frederick F. Malpass  
Its President

Attest:

VULCAN FOUNDRY CORPORATION

  
Tad M. Malpass  
Executive Vice President

By   
Frederick F. Malpass  
Its President

**EXHIBIT A**

**PLAN OF MERGER**

**EAST JORDAN IRON WORKS, INC., AND  
VULCAN FOUNDRY CORPORATION**

**THIS IS A PLAN OF MERGER by and between East Jordan Iron Works, Inc., a Michigan corporation, and Vulcan Foundry Corporation, a Louisiana corporation.**

**The Board of Directors of East Jordan Iron Works, Inc., and Vulcan Foundry Corporation deem it to be in the best interests of said corporations and their shareholders to merge Vulcan Foundry Corporation, into East Jordan Iron Works, Inc., pursuant to the provisions of the laws of the State of Louisiana upon the terms and conditions hereinafter set forth.**

**ARTICLE I**

**East Jordan Iron Works, Inc., and Vulcan Foundry Corporation (the "Constituent Corporations"), shall be merged into a single corporation, in accordance with the provisions of the laws of the State of Michigan and the laws of the State of Louisiana by merging Vulcan Foundry Corporation into East Jordan Iron Works, Inc., which shall survive the merger.**

**ARTICLE II**

**2. As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:**

<b><u>Name of Corporation</u></b>	<b><u>Designation and number of shares in each class or series outstanding</u></b>	<b><u>Indicate Class or series of shares entitled to vote</u></b>	<b><u>Indicate Class or series of shares entitled to vote as a class</u></b>
Vulcan Foundry Corporation	200 Class A 60,000 Class B	Class A Common	
East Jordan Iron Works, Inc.	200 Class A 61,296 Class B	Class A Common	

### ARTICLE III

When the merger shall become effective, all in accordance with, and as provided in, the provisions of this Plan and the applicable provisions of the laws of the State of Michigan and the laws of the State of Louisiana (such time being hereinafter referred to as the "effective date of the merger"):

1. The Constituent corporations shall be a single corporation which shall be East Jordan Iron Works, Inc. (the "Surviving Corporation"), and the separate existence of Vulcan Foundry Corporation shall cease.

2. The Surviving Corporation shall thereupon and thereafter have all the rights, privileges, immunities, and powers and be subject to all the duties and liabilities of a corporation under Michigan law and shall have and possess all the rights, privileges, immunities, and franchises, public or private, of each of the Constituent Corporations.

3. All property, real, personal, and mixed; all debts due on whatever account, including subscriptions to shares; all rights of action; and all other assets or interests of any description of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired because of such merger.

4. The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations and all debts, liabilities, and duties of the Constituent Corporations shall thenceforth 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 and/or contracted by it; a 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 the place of such Constituent Corporation; and the rights of creditors and any lien upon the property of the Constituent Corporations shall not be impaired by such merger.

5. All agreements of Vulcan Foundry Corporation, which were valid and effective immediately prior to the effective date of the merger, shall be taken as the agreements of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Vulcan Foundry Corporation.

6. The Bylaws of East Jordan Iron Works, Inc., as existing and constituted on the effective date of the merger shall be and constitute the Bylaws of the Surviving Corporation until the same are altered, amended, or repealed.



7. The directors of East Jordan Iron Works, Inc., on the effective date of the merger, shall be and constitute the directors of the Surviving Corporation until their successors are elected in accordance with law and the provisions of the Bylaws of the Surviving Corporation.

8. The officers of East Jordan Iron Works, Inc., in office on the effective date of the merger, shall be and constitute the officers of the Surviving Corporation until their successors are elected or they are removed from office by the Board of Directors of the Surviving Corporation, in accordance with law and the provisions of the Bylaws of the Surviving Corporation.

#### ARTICLE IV

From and after the effective date of merger, and until further amended as provided by law, the Restated Articles of Incorporation of East Jordan Iron Works, Inc., shall constitute the corporate charter of the Surviving Corporation.

#### ARTICLE V

The manner and basis of converting the shares of each of the Constituent Corporations into shares of the Surviving Corporation are as follows:

On the effective date of the merger, the 60,200 issued and outstanding shares of Common Stock of Vulcan Foundry Corporation, shall thereupon, and without the surrender of stock certificates or any other action, be canceled in exchange for shares of Common Stock of East Jordan Iron Works, Inc., in the ratio of 1/10.165 shares of East Jordan Iron Works, Inc., Class B Common Stock for each share of Class A Common Stock of Vulcan Foundry Corporation, and in the ratio of 1/11.23 shares of East Jordan Iron Works, Inc., Class B Common Stock for each share of Class B Common Stock of Vulcan Foundry Corporation, and for other good and valuable consideration. No fractional shares shall be issued in connection with the merger.

The issued and outstanding shares of Class A Common Stock and of Class B Common Stock of East Jordan Iron Works, Inc., shall not be converted, but each share of each class of Common Stock which is issued and outstanding as of the effective date of the merger shall continue to represent one issued and outstanding share of the Surviving Corporation.

#### ARTICLE VI

Upon the effective date of the merger: (a) the respective assets of East Jordan Iron Works, Inc., and Vulcan Foundry Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately prior to the effective date of the merger; and (b) the respective liabilities and reserves of East Jordan Iron Works, Inc., and Vulcan Foundry Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on their respective books immediately prior to the effective date of the merger.

#### ARTICLE VII

Vulcan Foundry Corporation shall, from time to time, as and when requested by the Surviving Corporation or its successors or assigns, execute and deliver or cause to be executed and delivered such deeds, instruments, assignments, or assurances as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property or rights of Vulcan Foundry Corporation, acquired or to be acquired by reason of or as a result of this merger, or otherwise to carry out the purposes of this Agreement, and any person who, immediately before the merger became effective, was an officer or director of Vulcan Foundry Corporation, is hereby fully authorized in the name of Vulcan Foundry Corporation to execute any and all such deeds, instruments, assignments, or assurances, or to take any and all such action.

#### ARTICLE VIII

This Plan of Merger shall be deemed and be taken to be the Plan of Merger of said corporations upon the (a) approval or adoption thereof by the shareholders of East Jordan Iron Works, Inc., and Vulcan Foundry Corporation in accordance with the requirements of the laws of the State of Michigan and the laws of the State of Louisiana; and (b) the filing and recording of such documents and the doing of such acts and things as shall be required to accomplish the merger under the provisions of the applicable laws of the State of Michigan and the laws of the State of Louisiana.

#### ARTICLE IX

Anything herein to the contrary notwithstanding, this Plan of Merger may, subject to the laws of the State of Michigan and the laws of the State of Louisiana, be amended, abandoned, or postponed by the Board of Directors of East Jordan Iron Works, Inc., and Vulcan Foundry Corporation at any time prior to the effective date of the merger for any reason deemed appropriate by said Boards of Directors.

**ARTICLE X**

The effective date of the merger shall be January 1, 1998.

267515