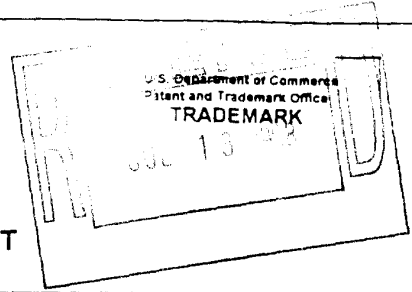


07-20-1998



100767453



MRU 7-13-98 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
 - Security Agreement
 - Merger
 - Change of Name
 - Other _____
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
122993

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Plibrico Company

121793

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Newplico, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1800 North Kingsbury Street

Address (line 2) _____

Address (line 3) Chicago

City

IL

State/Country

60614

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Illinois

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.)

07/20/1998 JSHABAZZ 00000078 176070

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
725.00 DP

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

TRADEMARK
REEL: 1755 FRAME: 0149

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="176070"/>	<input type="text" value="507036"/>	<input type="text" value="570909"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="269699"/>	<input type="text" value="510413"/>	<input type="text" value="610229"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="354205"/>	<input type="text" value="515120"/>	<input type="text" value="652275"/>

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.

Robert R. Caliri

Name of Person Signing

Signature

071098

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 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 the Assignment.)

Citizenship/State of Incorporation/Organization

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="677207"/>	<input type="text" value="1021285"/>	<input type="text" value="1232777"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="709518"/>	<input type="text" value="1169296"/>	<input type="text" value="1237350"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="713361"/>	<input type="text" value="1186762"/>	<input type="text" value="1265003"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="735547"/>	<input type="text" value="1187635"/>	<input type="text" value="1292301"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="737403"/>	<input type="text" value="1229831"/>	<input type="text" value="1484274"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="745292"/>	<input type="text" value="1229832"/>	<input type="text" value="1690194"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="857766"/>	<input type="text" value="1229833"/>	<input type="text" value="1710910"/>



Whereas,

ARTICLES OF MERGER OF
NEWPLICO, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

*Now Therefore, I, George H. Ryan, Secretary of State of the
State of Illinois, by virtue of the powers vested in me by law, do
hereby issue this certificate and attach hereto a copy of the
Application of the aforesaid corporation.*

In Testimony Whereof, *I hereto set my hand and cause to*

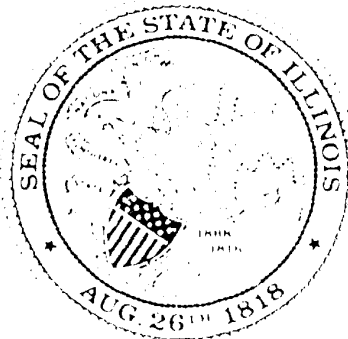
be affixed the Great Seal of the State of Illinois,

at the City of Springfield, this 29TH

day of DECEMBER *A.D. 19* 93 *and*

of the Independence of the United States

the two hundred and 18TH



George H. Ryan
SECRETARY OF STATE
TRADEMARK

BCA-11.25/11.30 (Rev. Jul. 1984)

Submit in Duplicate

Remit payment in check or Money Order, payable to "Secretary of State":

DO NOT SEND CASH!

Filing Fee is \$100, but if merger or consolidation of more than 2 corporations \$50 for each additional corporation.

JIM EDGAR
Secretary of State
State of Illinois

ARTICLES OF MERGER,
CONSOLIDATION, EXCHANGE

File # 5734-879

This Space for Use By Secretary of State	
Date	12/29/93
Filing Fee \$	100.00
Clerk	HC

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation(s) hereby adopt(s) the following Articles of Merger, ~~Consolidation or Exchange~~. (Strike inapplicable words)

1. The names of the corporations proposing to ~~consolidate~~ ^{merge} ~~exchange shares~~, and the State or Country of their incorporation, are:

Name of Corporation	State or Country of Incorporation
NEWPLICCO, Inc. /	Illinois 5754-851-17
Plibrico Company	Delaware 1306-337-1

2. The laws of the State or Country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. The name of the ~~new~~ ^{surviving} corporation is NEWPLICCO, Inc. and it shall be governed by the laws of Illinois

4. The plan of ~~consolidation~~ ^{merger} ~~exchange~~ is as follows:

If not sufficient space to cover this point, add one or more sheets of this size

See Attached.

PAID
DEC 30 1993

EXPEDITED
DEC 29 1993
SECRETARY OF STATE

EXPEDITED
DEC 23 1993
SECRETARY OF STATE

merger
 consolidation
 5. The plan of ~~exchange~~ was approved, (a) as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under § 11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§ 11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10. (§ 11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
<u>Newplico, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30 — 90% owned subsidiary provisions.)

- a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was N.A., 1993

Was written consent for the merger or written waiver of the 30 day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No", the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated 12-17, 1993

attested by [Signature]
(Signature of Secretary or Assistant Secretary)
Robert W. Schaefer, Jr.
Secretary
(Type or Print Name and Title)

NEWPLICO, Inc.
(Exact Name of Corporation)

by [Signature]
(Signature of President or Vice President)
Robert E. Fisher
President
(Type or Print Name and Title)

Dated 12-17, 1993

attested by [Signature]
(Signature of Secretary or Assistant Secretary)
Robert W. Schaefer, Jr.
Secretary
(Type or Print Name and Title)

Plibrico Company
(Exact Name of Corporation)

by [Signature]
(Signature of President or Vice President)
Robert E. Fisher
President
(Type or Print Name and Title)

Dated _____, 19_____

attested by _____
(Signature of Secretary or Assistant Secretary)

(Type or Print Name and Title)

(Exact Name of Corporation)

by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

Form BCA-11.25/11.30

File No. _____

**ARTICLES OF MERGER,
CONSOLIDATION, EXCHANGE**

Filing Fee \$100.00, but if a merger or a consolidation of more than two corporations, \$50 for each additional corporation.

FILED

DEC 29 1993

**GEORGE H. RYAN
SECRETARY OF STATE**

TRADEMARK

REEL: 1755 FRAME: 0156

RETURN TO:

• Corporation Department
• Secretary of State
Springfield, Illinois 62756
Telephone 217 — 782-6961

**AGREEMENT OF MERGER
AND
PLAN OF REORGANIZATION**

This Agreement of Merger and Plan of Reorganization is entered into this 17th day of December, 1993, by and between PLIBRICO COMPANY, a Delaware corporation (hereinafter referred to as "Plibrico") and NEWPLICCO, INC., an Illinois corporation (hereinafter referred to as "NEWPLICCO").

W I T N E S S T H

WHEREAS, the capital stock of NEWPLICCO is 100% owned by Plibrico;

WHEREAS, the Boards of Directors of Plibrico and NEWPLICCO have resolved that Plibrico and NEWPLICCO be merged pursuant to the Business Corporation Act of Illinois and the General Corporation Law of the State of Delaware into a single corporation existing under the laws of the State of Illinois, to wit NEWPLICCO, Inc., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation sometimes referred to herein as the "Surviving Corporation") in an transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986; and

WHEREAS, the authorized capital stock of Plibrico consists of 2,465 shares of preferred stock with a par value of \$100 per share (hereinafter called "Plibrico Preferred Stock"), of which 2,465 shares are issued and outstanding; 10,000 of Class A Common Stock with a par value of \$25 per share (hereinafter called "Plibrico Class A Common Stock"), of which 10,000 shares are issued and outstanding; and 40,000 shares of Class B Common Stock with a par value of \$25 per share (hereinafter called "Plibrico Class B Common), 30,000 shares of which are issued and outstanding; and

WHEREAS, the authorized capital stock of NEWPLICCO consists of 2,465 shares of preferred stock with a par value of \$100 per share (hereinafter referred to as "NEWPLICCO Preferred Stock"), no shares of which are issued and outstanding; 10,000 shares of Class A Common

SECRETARY OF STATE

DEC 23 1993

TRADEMARK

REEL: 1755 FRAME: 0157

Stock with a par value of \$25 per share (hereinafter called "NEWPLICO Class A Common"), 40 shares of which are issued and outstanding; and 40,000 shares of Class B Common Stock with a par value of \$25 per share (hereinafter called "NEWPLICO Class B Common Stock"), no shares of which are issued and outstanding; and

WHEREAS, the principal office of Plibrico in the State of Illinois is located at 1800 North Kingsbury Street, Chicago, Illinois, 60614; and

WHEREAS, the principal office of NEWPLICO in the State of Illinois is located at 1800 North Kingsbury Avenue, Chicago, Illinois, 60614;

WHEREAS, the Boards of Directors of Plibrico and NEWPLICO, respectively, deem it advisable and generally to the best interest, advantage and welfare of their corporate entity and their respective shareholders, that Plibrico merge with and into NEWPLICO, under and pursuant to the provisions of the Business Corporation Act of Illinois and the General Corporation Law of the State of Delaware, upon the terms and conditions herein set forth and have approved this Agreement; and

WHEREAS, the Shareholders of each of the constituent companies have approved the form and substance of the Merger and Plan of Reorganization;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto agree that Plibrico shall be, at the Effective Date (as hereinafter defined) merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Illinois, to wit, NEWPLICO, which shall be the Surviving Corporation and the parties hereto adopt and agree to the following agreements, terms, and conditions, and relating to the Merger and the mode of carrying the Merger into effect.

1. Merger. Plibrico shall be and is hereby merged into NEWPLICO as of the Effective Date.

2. Effective Date. This Agreement of Merger and Plan of Reorganization shall become effective as of the close of business of Plibrico on December 31, 1993, such time hereinafter being referred to as the "Effective Date".

3. Surviving Corporation. NEWPLICO shall be the surviving corporation after the Merger herein contemplated and shall continue to be governed by the laws of the State of Illinois. The separate corporate existence of Plibrico shall cease forthwith on the Effective Date.

4. Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be NEWPLICO, INC.

5. Authorized Capital. The authorized capital stock of NEWPLICO following the Effective Date shall be 2,465 shares of Preferred Stock with a par value of \$100, 10,000 shares of class A Common Stock with a par value of \$25 and 40,000 shares of class B Common Stock with a par value of \$25, unless and until the same shall be changed in accordance with the laws of the State of Illinois.

6. Certificate of Incorporation. The Certificate of Incorporation of NEWPLICO shall be the governing document of NEWPLICO unless and until the same shall be amended or repealed in accordance with the provisions thereof and Illinois law.

7. By-laws. The By-laws of NEWPLICO shall, after the Effective Date, be the By-laws of the Surviving Corporation unless and until the same shall be amended or repealed in accordance with the provisions thereof.

8. Further Assurances of Title. If, at any time, NEWPLICO shall consider or be advised that any acknowledgment or assurances or other similar actions are necessary or desirable in order to acknowledge or confirm in and to NEWPLICO any right, title or interest of Plibrico immediately prior to the Effective Date, Plibrico and its proper Officers and Directors shall and will execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in NEWPLICO, including the execution of all documents as shall be necessary to carry out the purposes of this Agreement, and NEWPLICO and the proper officers and directors thereof are fully authorized, as attorneys-in-fact for Plibrico, to take any and all such action in the name of Plibrico or otherwise as they deem necessary to secure such right, title or interests.

9. Conversion Rate of Stock. Immediately upon the Effective Date each of the issued and outstanding shares of stock of Plibrico and all right and respect thereto shall be converted into fully paid and non-assessable shares of the stock of NEWPLICO in accordance with the following table:

<u>Stock of</u> <u>Plibrico Company</u>	<u>Shares</u>	<u>Stock of</u> <u>NEWPLICO, Inc.</u>	<u>Shares</u>
Preferred Stock	1	Preferred Stock	1
A Common	1	A Common	1
B Common	1	B Common	1

Each certificate nominally representing shares of the stock of Plibrico, shall for all purposes, be deemed to evidence ownership of the number of shares of NEWPLICO as set forth in the table above. Promptly after the Effective Date shareholders of Plibrico shall surrender to NEWPLICO certificates representing the shares of stock of Plibrico held by them and shall receive in exchange therefor certificates representing the number of shares of NEWPLICO to which they are entitled under this Agreement and Plan. On and after the Effective Date certificates representing shares of Plibrico shall represent only the shares of NEWPLICO into which such shares have been converted by reason of the Merger herein provided.

10. Redemption of NEWPLICO Common Stock. All issued and outstanding shares of NEWPLICO "A" Common Stock issued and outstanding immediately before the Effective Date shall be retired by virtue of the Merger, no shares of any Company shall be issued in respect therefore, and certificates representing such shares shall be cancelled.

11. Vote of Shareholders. The Board of Directors of Plibrico and NEWPLICO having previously obtained the consent and approval of their shareholders to this transaction in accordance with the provisions of the Business Corporation Act of the State of Illinois and the General Corporation Law of the State of Delaware, no further shareholder action is required to consummate this transaction.

12. Filing of Articles of Merger. Upon execution of this Agreement, if this Agreement is not thereafter and has not previously been terminated or abandoned as permitted by the provisions hereof, then appropriate Articles of Merger and related documents shall be filed and recorded in accordance with the corporation laws of the States of Delaware and Illinois.

13. Effect of Merger. On the Effective Date, the separate existence of Plibrico shall cease and Plibrico shall be merged into NEWPLICO, which, as the Surviving Corporation, shall possess all of the rights, privileges, powers and franchises, public as well as private, and shall be subject to all the restrictions, liabilities and duties of Plibrico and all property, real, personal and mixed and all debts due to Plibrico on any account, as well as for stock subscriptions and for all other things and action or belonging to Plibrico shall be vested in NEWPLICO and all such property, rights, privileges, powers and franchises, and

all such interest shall thereafter be effectively the property of NEWPLICO as they were of Plibrico and the title to any real estate vested by Deed or otherwise, under the laws of Illinois or any other jurisdiction in Plibrico shall not revert in any way impaired. All rights of creditors and all liens upon any property of Plibrico shall be preserved and unimpaired all the debts, liabilities, and duties of Plibrico shall, after the Effective Date, attach to NEWPLICO, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

14. Dividends Declared but Unpaid. NEWPLICO expressly assumes the liability for a dividend on the shares of Plibrico, declared by the Board of Directors of Plibrico on December 2, 1993, and payable on January 3, 1994, and agrees to pay such dividends to shareholders of record of Plibrico on December 31, 1993. Such payment shall be deemed a payment of a liability of Plibrico and not of NEWPLICO.

15. Termination. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date and whether before or after approval of this Agreement by the shareholders of any of the constituent corporations, by the mutual consent of the Boards of Directors of the constituent corporations.

16. Duplicate Copies. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

17. Directors. The Directors of NEWPLICO shall, after the Effective Date, be the Directors of the Surviving Corporation and shall hold office until the first annual meeting of the shareholders of the Surviving Corporation.

18. Officers. The Officers of NEWPLICO shall be, after the Effective Date, the Officers of the Surviving Corporation and shall hold such office until the first annual meeting of the Board of Directors of NEWPLICO.

19. Expenses of Merger. Except as hereinafter provided, the Surviving Corporation shall pay all of the expenses of accomplishing the Merger provided by this Agreement, including without limitation, the expenses of each of the constituent corporation incurred in connection with this Agreement and preparation for carrying same into effect.

~~20. Service of Process. After the Effective Date Plibrico may be served with process in Delaware, in any proceeding for enforcement of any obligation of Plibrico, as well as for enforcement of any obligation of this corporation arising from~~

~~the merger herein provided for. Plibrico does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such proceeding and does hereby specify the following address without the State of Delaware to which a copy of such process shall be mailed by the Secretary of State of Delaware to:~~

Plibrico Company
1800 North Kingsbury Street
Chicago, Illinois 60614

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors has caused this Agreement to be executed by its duly authorized officers.

PLIBRICO COMPANY

By: Robert E. [Signature]
President

Attest

[Signature]
Secretary

NEWPLICCO, INC.

By: Robert E. [Signature]
President

Attest

[Signature]
Secretary

GEN-5000