

05-16-2001

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



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

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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
- 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/AKATA

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

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FOR OFFICE USE ONLY

01 FC:401 40.00 OP
02 FC:402 600.00 OP

Public burden reporting for this collection of information is estimated to average approximately 36 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:

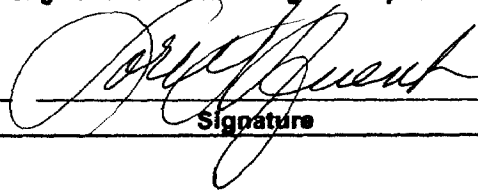
Authorization to charge additional fees: Yes No

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.

Loretta S. Sifuentes

Name of Person Signing



Signature

5/04/2001

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
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

Citizenship/State of Incorporation/Organization

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.)

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

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Trademark Application Number(s)

Registration Number(s)

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of November 30, 2000 (the "Merger Agreement") by and among Cast Art Industries, LLC, a Delaware limited liability company ("Cast Art"), and PF Holdings, Inc., a Delaware corporation (the "Merging Corporation").

WITNESSETH:

WHEREAS, Cast Art is a limited liability company duly organized and validly existing under and by virtue of the laws of the State of Delaware;

WHEREAS, the Merging Corporation is a corporation duly organized and validly existing under and by virtue of the laws of the State of Delaware, having authorized capital stock consisting of One Hundred (100) shares of Common Stock, \$0.01 par value per share, all of which are issued and outstanding;

WHEREAS, the Board of Managers of Cast Art and the Board of Directors of Merging Corporation deem it advisable that the Merging Corporation merge with and into Cast Art, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware (the "Merger");

WHEREAS, the parties hereto intend that the Merger qualify as tax-free reorganization for federal income tax purposes; and

WHEREAS, the Board of Managers of Cast Art and the Board of Directors of Merging Corporation have, by resolutions, duly approved and adopted the provisions of this Merger Agreement as the agreement of merger required by Section 264 of the Delaware General Corporation Law (the "Delaware Law"), and in each case as the foregoing may be applicable to Cast Art, the Merging Corporation and the Merger.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Effect of the Merger.

1.1 At the Effective Time (as hereinafter defined), the Merging Corporation shall be merged with and into Cast Art, the separate corporate existence of the Merging Corporation (except as may be continued by operation of law) shall cease, and Cast Art shall continue as the surviving corporation, all with the effects provided by applicable law. Cast Art, in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Entity."

1.2 At and after the Effective Time, the Surviving Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of the Merging Corporation; and all rights, privileges, immunities and franchises of the Merging Corporation, 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 the Merging Corporation shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and title to any real estate, or any interest therein, vested in the Merging Corporation shall not revert or be in any way impaired by reason of the Merger; and the Surviving Entity shall thenceforth be responsible and liable for all liabilities and obligations of the Merging Corporation; and any claim existing or action or proceeding pending by or against the Merging Corporation may be prosecuted to judgment as if the Merger had not taken place or the Surviving Entity may be substituted in its place; all with the effect set forth in Section 264 of the Delaware Law. The authority of the directors of the Merging Corporation shall continue with respect to the due execution in the name of the Merging Corporation of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Delaware Law, any contract to which the Merging Corporation is or was a party or this Merger Agreement.

Section 2. Effective Time.

2.1 Upon the fulfillment or waiver of the conditions specified in Section 5 hereof and provided that this Merger Agreement has not been terminated and abandoned pursuant to Section 6.2 hereof, Cast Art and the Merging Corporation shall cause a Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware, all as provided for in and in accordance with Section 264 of the Delaware Law.

2.2 The Merger shall become effective at the time and date as provided by applicable law (the "Effective Time").

Section 3. Additional Agreements.

3.1 Each of the parties hereto shall (subject to any qualifications specified in this Section 3, the conditions specified in Section 5 and the fiduciary obligations of their respective boards of directors) diligently use their respective best efforts to cause the Merger to be consummated and to be consummated at the earliest practicable date. Such best efforts shall include the vigorous defense of any suit or proceeding instituted against it in connection with the transactions contemplated by this Merger Agreement.

3.2 Prior to the Effective Time, each party hereto shall use its best efforts to obtain the consent of all private third parties and governmental authorities necessary to its consummation of the Merger.

3.3 Each party hereto shall give prompt notice to the other parties hereto of the occurrence or failure to occur of any event, which occurrence or failure would cause or would be likely to cause a condition to the obligation of another party hereto to effect the Merger not to be satisfied.

Section 4. Certificate of Formation; Board of Directors.

4.1 The Certificate of Formation of Cast Art as in effect at the Effective Time shall govern the Surviving Entity.

4.2 The members of the Board of Managers and the officers of Cast Art holding office immediately prior to the Effective Time shall be the members of the Board of Managers and the officers (holding the same positions as they held with Cast Art immediately prior to the Effective Time) of the Surviving Entity and shall hold such offices until the expiration of their current terms, or until their earlier death, resignation or removal.

Section 5. Conditions.

5.1 The respective obligation of the Merging Corporation and Cast Art to consummate the Merger under this Merger Agreement is subject to the fulfillment of the following conditions:

(a) At the option of the Merging Corporation or Cast Art, any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained;

(b) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal and no such law, statute, rule or regulation shall be in effect; and

(c) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall be in effect.

Section 6. Amendment and Termination.

6.1 The Merging Corporation and Cast Art, by mutual consent of their Board of Directors and Board of Managers, respectively, may amend, modify or supplement this Merger Agreement in such manner as may be agreed upon by them in writing.

6.2 This Merger Agreement may be terminated and the Merger may be abandoned for any reason with respect to the Merging Corporation by a resolution adopted by the Board of Directors of the Merging Corporation or the Board of Managers of Cast Art at any time prior to the Effective Time. In the event of the termination of this Merger Agreement, this Merger Agreement shall forthwith become void and there shall be no liability hereunder on the part of the Merging Corporation or Cast Art or its respective officers and directors, except liability for intentional breach or misrepresentation or common law fraud.

Section 7. Miscellaneous.

7.1 This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

7.2 The internal law, not the law of conflicts, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

7.3 This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized all as of the day and year first written above.

CAST ART INDUSTRIES, LLC, a
Delaware limited liability company

By: 

Scott Sherman
Chairman

PF HOLDINGS, INC., a Delaware
corporation

By: 

Scott Sherman
Chairman

Signature Page to Agreement and Plan of Merger

RECORDED: 05/08/2001

TRADEMARK
REEL: 002296 FRAME: 0715