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07-26-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
G & S Associates, Inc.
828 W. 6th Street
Austin, TX 78703
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Texas
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: GSD&M LP
Internal
Address: _____
Street Address: 828 W. 6th Street
City: Austin State: Texas Zip: 78703
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Delaware
 Corporation-State _____
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/206,676; 76/206,675
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,381,566; 2,239,917; 2,291,417;
2,164,528; 1,651,641
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael R. Schulman
Internal Address: _____
Street Address: Locke Liddell & Sapp LLP
2200 Ross Avenue
Suite 2200
City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
12-1781
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Michael R. Schulman
Name of Person Signing

Signature
07/18/01
Date
20

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/25/2001 6TON11 00000087 76206676
01 FC:481 40.00 DP
02 FC:482 150.00 DP

TRADEMARK
REEL: 002334 FRAME: 0224



The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is a true and correct copy of the following described document on file in this office:

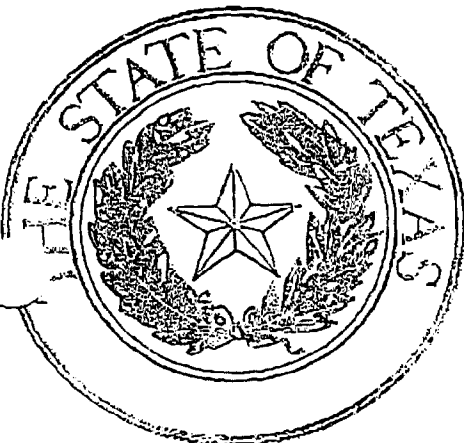
G & S ASSOCIATES, INC.
FILE NO. 336902-00

ARTICLES OF MERGER

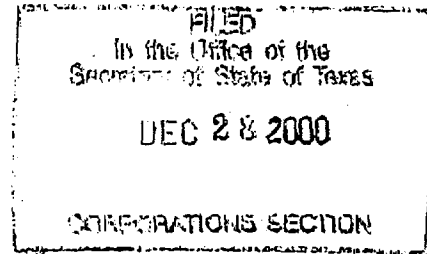
DECEMBER 28, 2000

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 2, 2001.

Henry Cuellar VT
Secretary of State



**ARTICLES OF MERGER
OF
G&S ASSOCIATES, INC.
WITH AND INTO
GSD&M LP**



Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), the undersigned corporation and the undersigned limited partnership adopt the following articles of merger for the purpose of effecting a merger in accordance with the provisions of Article 5.01 of the TBCA.

1. The name and state of organization of each of the entities to the plan of merger are:

<u>Name of Entity</u>	<u>State of Organization</u>
G&S Associates, Inc.	Texas
GSD&M LP	Delaware

2. G&S Associates, Inc., a Texas corporation ("G&S Associates") and GSD&M LP, a Delaware limited partnership, ("GSD&M"), as the constituent entities to the merger (the "Constituent Entities"), have approved and executed an Agreement and Plan of Merger (the "Plan of Merger") in accordance with the provisions of Article 5.03 of the TBCA and Title 6, Section 17-211(b) of the Delaware Limited Partnership Act, pursuant to which G&S Associates will merge with and into GSD&M and GSD&M shall be the surviving entity (the "Surviving Entity").

3. An executed copy of the Plan of Merger is on file at the principal place of business of the Surviving Entity at 828 West 6th Street, Austin, Texas 78703.

4. A copy of the Plan of Merger will be furnished by the Surviving Entity, on written request and without cost, to any shareholder of each domestic corporation that is a party to or created by the Plan of Merger.

5. The approval by GSD&M LP of the Plan of Merger and the performance of its terms was duly authorized by its sole general partner and its sole limited partner pursuant to the laws of the State of Delaware and the Agreement of Limited Partnership of GSD&M LP. GSD&M LP will be responsible and obligated to pay all Texas franchise taxes and related fees of G&S Associates, Inc., if the same are not timely paid.

6. As to each of the Constituent Entities, the approval of whose shareholders is required, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Class</u>	<u>Number of Shares Entitled to Vote</u>
G&S Associates, Inc.	1,000	Class B-Common	1,000

7. As to each of the Constituent Entities, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, that voted for and against the Plan of Merger, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>	<u>Number of Shares Entitled to Vote As a Class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
G & S Associates, Inc.	1,000	-0-	Class B-Common	-0-	-0-

8. This merger shall be effective as of December 31, 2000.

Dated December 22, 2000.

G&S ASSOCIATES, INC., a Texas corporation

By: 

Name: Mary Urbanovsky
Title: Vice President

GSD&M LP, a Delaware limited partnership

By: GSD&M GP LLC, its general partner

By: GOLD GREENLESS TROTT US HOLDINGS, INC., its sole member

By: _____

Name: Barry J. Wagner
Title: Secretary

7. As to each of the Constituent Entities, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, that voted for and against the Plan of Merger, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>	<u>Number of Shares Entitled to Vote As a Class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
G & S Associates, Inc.	1,000	-0-	Class B-Common	-0-	-0-

8. This merger shall be effective as of December 31, 2000.

Dated December 22, 2000.

G&S ASSOCIATES, INC., a Texas corporation

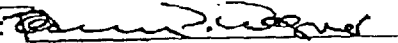
GSD&M LP, a Delaware limited partnership

By: GSD&M GP LLC, its general partner

By: _____

By: GOLD GREENLESS TROTT US HOLDINGS, INC., its sole member

Name: Marty Urbanovsky
Title: Vice President

By: 
Name: Barry J. Wagner
Title: Secretary

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"G&S ASSOCIATES, INC.", A TEXAS CORPORATION,
WITH AND INTO "GSD&M LP" UNDER THE NAME OF "GSD&M LP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2000, AT 3 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2000.



Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION: 0886738

DATE: 12-29-00

5122424730

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001655345

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The State of Texas

SECRETARY OF STATE CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

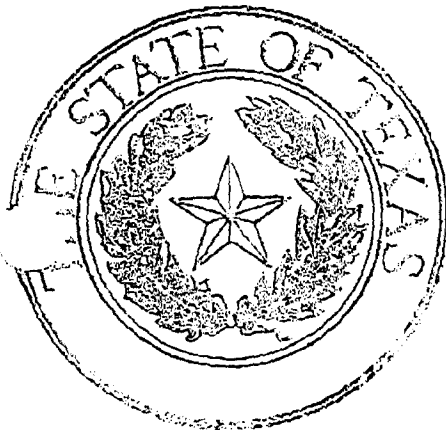
G&S ASSOCIATES, INC.
A TEXAS CORPORATION
with and into
GSD&M LP

A DELAWARE LIMITED PARTNERSHIP - NO PERMIT

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed DECEMBER 28, 2000

Effective DECEMBER 31, 2000 12:01AM



Elton Bomer
Secretary of State

5122424730

PAGE .07

**CERTIFICATE OF MERGER
OF
G&S ASSOCIATES, INC.
WITH AND INTO
GSD&M LP**

Pursuant to Title 6, Section 17-211(c) of the Delaware Limited Partnership Act ("DLPA"), GSD&M LP, a limited partnership organized and existing under and by virtue of the DLPA, does hereby certify that:

1. The name and state of organization of each of the constituent entities of the merger is as follows:

<u>Name</u>	<u>State of Organization</u>
G&S Associates, Inc.	Texas
GSD&M LP	Delaware

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, and executed by each of the constituent entities in accordance with the requirements of Section 5.03 of the Texas Business Corporation Act and Title 6, Section 17-211(b) of the DLPA.

3. The name of the surviving entity of the merger is GSD&M LP.

4. The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving entity at 828 West 6th Street, Austin, Texas 78703.

5. A copy of the Agreement and Plan of Merger will be furnished by the surviving entity upon request and without cost to any stockholder or partner of any constituent entity.

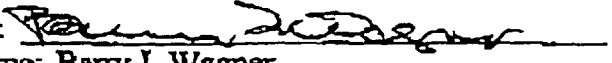
6. This Certificate of Merger shall be effective as of December 31, 2000.

IN WITNESS WHEREOF, GSD&M LP, a Delaware limited partnership, has caused this Certificate to be executed by its general partner.

GSD&M LP,
a Delaware limited partnership

By: GSD&M GP LLC, its general partner

By: Gold Greenless Trott US Holdings, Inc.,
its sole member

By: 
Name: Barry J. Wagner
Title: Secretary

**ARTICLES OF MERGER
OF
G&S ASSOCIATES, INC.
WITH AND INTO
GSD&M LP**

FILED
In the Office of the
Secretary of State of Texas

DEC 28 2000

CORPORATIONS SECTION

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), the undersigned corporation and the undersigned limited partnership adopt the following articles of merger for the purpose of effecting a merger in accordance with the provisions of Article 5.01 of the TBCA.

1. The name and state of organization of each of the entities to the plan of merger are:

<u>Name of Entity</u>	<u>State of Organization</u>
G&S Associates, Inc.	Texas
GSD&M LP	Delaware

2. G&S Associates, Inc., a Texas corporation ("G&S Associates") and GSD&M LP, a Delaware limited partnership, ("GSD&M"), as the constituent entities to the merger (the "Constituent Entities"), have approved and executed an Agreement and Plan of Merger (the "Plan of Merger") in accordance with the provisions of Article 5.03 of the TBCA and Title 6, Section 17-211(b) of the Delaware Limited Partnership Act, pursuant to which G&S Associates will merge with and into GSD&M and GSD&M shall be the surviving entity (the "Surviving Entity").

3. An executed copy of the Plan of Merger is on file at the principal place of business of the Surviving Entity at 828 West 6th Street, Austin, Texas 78703.

4. A copy of the Plan of Merger will be furnished by the Surviving Entity, on written request and without cost, to any shareholder of each domestic corporation that is a party to or created by the Plan of Merger.

5. The approval by GSD&M LP of the Plan of Merger and the performance of its terms was duly authorized by its sole general partner and its sole limited partner pursuant to the laws of the State of Delaware and the Agreement of Limited Partnership of GSD&M LP. GSD&M LP will be responsible and obligated to pay all Texas franchise taxes and related fees of G&S Associates, Inc., if the same are not timely paid.

6. As to each of the Constituent Entities, the approval of whose shareholders is required, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Class</u>	<u>Number of Shares Entitled to Vote</u>
G&S Associates, Inc.	1,000	Class B-Common	1,000

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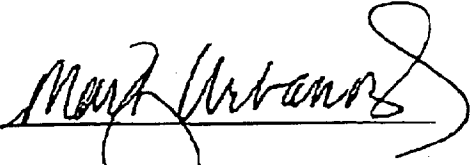
7. As to each of the Constituent Entities, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, that voted for and against the Plan of Merger, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>	<u>Number of Shares Entitled to Vote As a Class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
G & S Associates, Inc.	1,000	-0-	Class B-Common	-0-	-0-

8. This merger shall be effective as of December 31, 2000.

Dated December 22, 2000.

G&S ASSOCIATES, INC., a Texas corporation

By: 
 Name: Mary Urbanovsky
 Title: Vice President

GSD&M LP, a Delaware limited partnership

By: GSD&M GP LLC, its general partner

By: GOLD GREENLESS TROTT US HOLDINGS, INC., its sole member

By: _____
 Name: Barry J. Wagner
 Title: Secretary

7. As to each of the Constituent Entities, the approval of whose shareholders is required, the number of shares, not entitled to vote only as a class, that voted for and against the Plan of Merger, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>	<u>Number of Shares Entitled to Vote As a Class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
G & S Associates, Inc.	1,000	-0-	Class B-Common	-0-	-0-

8. This merger shall be effective as of December 31, 2000.

Dated December 22, 2000.

G&S ASSOCIATES, INC., a Texas corporation


GSD&M LP, a Delaware limited partnership

By: GSD&M GP LLC, its general partner

By: _____

By: GOLD GREENLESS TROTT US HOLDINGS, INC., its sole member

Name: Marty Urbanovsky
Title: Vice President

By: 
Name: Barry J. Wagner
Title: Secretary

AGREEMENT AND PLAN OF MERGER

between

G&S ASSOCIATES, INC.

and

GSD&M LP

dated as of December 22, 2000

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of December 22, 2000 (this "Agreement"), is made and entered into by and between G&S Associates, Inc., a Texas corporation ("G&S Associates"), and GSD&M LP, a Delaware limited partnership ("GSD&M").

RECITALS:

A. The shareholders and Board of Directors of G&S Associates and the general and limited partners of GSD&M, have determined that it would be advisable and in the best interests of their stockholders and partners, respectively, for G&S Associates to merge with and into GSD&M (the "Merger"), on the terms and subject to the conditions set forth in this Agreement.

B. For federal income tax purposes, it is intended that the Merger will qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in this Agreement, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware Limited Partnership Act (the "DLPA") and the Texas Business Corporation Act ("TBCA"), the Merger shall be effected and G&S Associates shall be merged with and into GSD&M at the Effective Time (as hereinafter defined). At the Effective Time, the separate existence of G&S Associates shall cease and GSD&M shall continue as the surviving entity (sometimes hereinafter referred to as the "Surviving Entity").

Section 1.2 Closing. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Article III, the closing of the Merger (the "Closing") will take place at 5:00 p.m. on December 22, 2000 (the "Closing Date") following satisfaction or waiver of all of the conditions set forth herein, other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions, unless another date or time is agreed to in writing by the parties hereto.

Section 1.3 Effective Time. The parties hereto shall file with the Secretary of State of the State of Delaware (the "Delaware Secretary of State") and the Secretary of State of the State of Texas ("Texas Secretary of State") on the Closing Date (or on such other date as the parties may agree) a certificate of merger and articles of merger, respectively, and any other appropriate documents, executed in accordance with the relevant provisions of the DLPA and the TBCA, and make all other filings or recordings required under the DLPA and the TBCA in connection with the Merger. The Merger shall become effective in the respective jurisdictions upon the filing of the certificate of merger with the Delaware Secretary of State and the articles of merger with the

Texas Secretary of State, or at such later time as is specified in the certificate of merger and articles of merger (the "Effective Time").

Section 1.4 Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the DLPA and the TBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property of G&S Associates and GSD&M shall vest in the Surviving Entity, and all liabilities of G&S Associates and GSD&M shall become the liabilities of the Surviving Entity.

Section 1.5 Certificate of Limited Partnership; Agreement of Limited Partnership. At the Effective Time, (a) the certificate of limited partnership of GSD&M as in effect at the Effective Time shall, from and after the Effective Time, be the certificate of limited partnership of the Surviving Entity until thereafter changed or amended in accordance with the provisions thereof and applicable law and (b) the Agreement of Limited Partnership of GSD&M as in effect at the Effective Time shall, from and after the Effective Time, be the Agreement of Limited Partnership of the Surviving Entity until thereafter changed or amended in accordance with the provisions thereof and applicable law.

Section 1.6 Directors; Officers. From and after the Effective Time, (a) the partners of GSD&M shall be the partners of the Surviving Entity, until the earlier of their withdrawal from the partnership or the dissolution of the partnership, as the case may be, and (b) the officers of GSD&M shall be the officers of the Surviving Entity, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT ENTITIES

Section 2.1 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of G&S Associates' common stock, par value \$1.00 per share ("Shares"), or any other capital stock of G&S Associates, each share of Class B common stock of G&S Associates issued and outstanding immediately prior to the Effective Time, upon the surrender of the certificate formerly representing such Share, shall be converted into the right to receive a partnership interest in the Surviving Entity as follows:

Holder of Shares of <u>G&S Associates</u>	Shares of Commons Stock of <u>G&S Associates</u>	Percentage Interest of <u>GSD&M</u>
GGT LP LLC	990	99% Limited Partner Interest
GSD&M GP LLC	10	1% General Partner Interest

ARTICLE III

TERMINATION, AMENDMENT AND WAIVER

Section 3.1 Termination.

(a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time.

Section 3.2 Effect of Termination. In the event of the termination and abandonment of this Agreement pursuant to Section 5.1 hereof, this Agreement shall forthwith become void and cease to have any force or effect, without any liability on the part of any party hereto or any of its affiliates; provided, however, that nothing in this Section 5.2 shall relieve any party to this Agreement of liability for any willful or intentional breach of this Agreement.

Section 3.3 Amendment. Subject to any applicable provisions of the DLPA and the TBCA, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties; provided, however, that after adoption of this Agreement by the stockholders of G&S Associates and the general and limited partners of GSD&M, no amendment shall be made which would reduce the amount or change the type of consideration into which each Share shall be converted upon consummation of the Merger. This Agreement may not be modified or amended except by written agreement executed and delivered by duly authorized officers of each of the respective parties.

Section 3.4 Extension; Waiver. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in any document delivered pursuant to this Agreement, or (c) subject to Section 3.5, waive compliance with any of the agreements or conditions of the other parties contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 3.5 Procedure for Termination, Amendment, Extension or Waiver. A termination of this Agreement pursuant to Section 3.1, an amendment of this Agreement pursuant to Section 3.3 or an extension or waiver pursuant to Section 3.4 shall, in order to be effective, require in the case of G&S Associates, action by its Board of Directors or the duly authorized designee of its Board of Directors, or in the case of GSD&M, action by its general partner or the duly authorized designee of its general partner.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Definitions. For purposes of this Agreement:

(a) an "affiliate" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person;

(b) "business day" means any day other than Saturday, Sunday or any other day on which banks in the State of Texas are required or permitted to close;

(c) "Governmental Entity" means any domestic or foreign governmental agency or regulatory authority;

(d) a "person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity; and

Section 4.2 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to GSD&M, to

828 West 6th Street
Austin, Texas 78703
Attention: Marty Urbanovsky
Telecopy: (512) 242-7310

(ii) if to G&S Associates, to

828 West 6th Street
Austin, Texas 78703
Attention: Marty Urbanovsky
Telecopy: (512) 242-7310

with a copy (which shall not constitute notice) to:

Omnicom Group
437 Madison Avenue
New York, New York
Attention: Ronald G. Cruikshank
Telecopy: (212) 817-6575

Section 4.3 Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

Section 4.4 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. This Agreement is not intended to confer upon any person, other than the parties hereto, any rights or remedies.

Section 4.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 4.6 Enforcement. Irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereto (i) shall submit itself to the personal jurisdiction of the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware) in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, (ii) shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) shall not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware).

Section 4.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[signature page follows]

IN WITNESS WHEREOF, G&S Associates and GSD&M have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

G&S ASSOCIATES, INC., Texas corporation

By: Mark Urbanovsk
Name: Marty Urbanovsky
Title: Vice President

GSD&M LP, a Delaware limited partnership

By: GSD&M GP LLC, its general partner

By: GOLD GREENLESS TROTT US HOLDINGS, INC., its sole member

By: _____
Name: Barry J. Wagner
Title: Secretary

IN WITNESS WHEREOF, G&S Associates and GSD&M have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.


G&S ASSOCIATES, INC., Texas corporation

By: _____
Name: Marty Urbanovsky
Title: Vice President

GSD&M LP, a Delaware limited partnership

By: GSD&M GP LLC, its general partner

By: GOLD GREENLESS TROTT US
HOLDINGS, INC., its sole member

By: 
Name: Barry J. Wagner
Title: Secretary