

03-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102378269

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

1. Name of conveying party(ies): Generic Industries, Inc. 2.24.03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Connecticut
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: March 9th 1989

2. Name and address of receiving party(ies)

Name: Generic/Pentron, Incorporated

Internal Address: 53 Legal Dept.

Street Address: 53 N. Plains Industrial Rd.

City: Wallingford State: CT Zip: 06492

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Connecticut

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

~~1226424~~

B. Trademark Registration No.(s)

1226424
1230790

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Beth Hutten

Internal Address: Generic/Pentron Inc.

Street Address: 53 N. Plains Industrial Road

City: Wallingford State: CT Zip: 06492

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ _____

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500718

(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.

Beth Hutten

Name of Person Signing

Beth Hutten

Signature

2/21/2003

Date

Total number of pages including cover sheet, attachments, and document: 8

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

02/26/2003 TDI AZI 0000069 500718 1226424

01 FC:8521 80.00 CH

TRADEMARK REEL: 002682 FRAME: 0171

PLAN OF MERGER

PENTRON CORPORATION
(A Connecticut Corporation)

With and Into

JENERIC INDUSTRIES, INC.
(A Connecticut Corporation)

This Plan of Merger is to effect a merger of PENTRON CORPORATION, a Connecticut corporation ("Pentron"), with and into JENERIC INDUSTRIES, INC., a Connecticut corporation ("Jeneric"), in accordance with Conn. Gen. Stat. §33-364 et seq. of the Connecticut Stock Corporation Act.

1. Pentron shall be merged with and into Jeneric, organized under the laws of the State of Connecticut, and Jeneric shall be the Surviving Corporation.

2. The merger of Pentron with and into Jeneric shall be effective upon the date on which a Certificate of Merger is filed with the Secretary of State of the State of Connecticut (the "Effective Date").

3. Upon the Effective Date, the Surviving Corporation shall be Jeneric Industries, Inc. which shall have the name "Jeneric/Pentron Incorporated".

4. The Certificate of Incorporation of the Surviving Corporation as it shall exist immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving

Corporation until further amended as provided by law, except that the name of the Surviving Corporation shall be "Jeneric/Pentron Incorporated".

5. The By-laws of the Surviving Corporation as they shall exist immediately prior to the Effective Date shall be the By-laws of the Surviving Corporation until the same be altered, amended or repealed, or until new By-laws shall be adopted in accordance with the provisions thereof.

6. As of the Effective Date and thereafter, the Board of Directors and officers of the Surviving Corporation shall consist of the directors and officers of the Surviving Corporation immediately prior to the Effective Date.

7. On the Effective Date, the separate existence of Pentron shall cease, and it shall be merged with and into the Surviving Corporation in accordance with the provisions of this Plan of Merger and pursuant to the laws of the State of Connecticut.

8. Upon the Effective Date, as consideration for the shares of the Common Stock of Pentron, \$10 par value (the "Pentron Stock") surrendered in the Merger, Custom Energy Services, Inc., the parent of Jeneric ("CESI"), shall issue to Gordon S. Cohen seventy-nine percent (79%), and Martin Schulman twenty-one percent (21%), of an aggregate of not less than 7,000,000 shares of its common stock, \$.01 par value (the "CESI Stock"), said number of shares to be adjusted upward, if required, as follows:

(a) The shares of CESI Stock to be issued shall be determined by dividing \$3,500,000 by the average closing sales price of CESI Stock on the American Stock Exchange ("AMEX") Composite Tape for two periods of 10 consecutive trading days, the first ending 5 trading days prior to January 12, 1987 and the second ending 5 trading days prior to the Effective Date, and then averaging the average price calculations determined above (the "Final Average Price") and dividing the Final Average Price into \$3,500,000.

(b) In the event that the CESI Stock is not listed on the AMEX, but is listed for trading on one or more other United States national securities exchanges, the above calculation shall be based on the closing price of the next largest securities exchange on which it is traded as may be determined by the board of directors of CESI. If the CESI Stock is not listed or admitted for trading on any United States national securities exchange, the above calculation shall be based on the closing bid price for CESI Stock in the over-the-counter market, as reported by NASDAQ or, if the CESI Stock is not quoted on NASDAQ, as reported by the National Quotation Bureau Incorporated. In the event that it is impracticable for the board of directors to establish a closing or closing bid price in accordance with the foregoing, the price shall be the fair market value of the CESI Stock as determined in good faith by the parties. No fractional shares

will be issued. In lieu thereof, CESI may issue a number of shares of CESI Stock which reflects a rounding up to the next whole number.

(c) Notwithstanding anything in Section 8 (a) to the contrary, CESI shall issue to Gordon S. Cohen and Martin Schulman in the aggregate not less than 7,000,000 shares of CESI Stock, but in the event that the price of the CESI Stock, computed in accordance with Section 8 (a) or (b) hereof, shall be less than \$.20 per share, then Gordon S. Cohen and Martin Schulman shall have the right to terminate this Plan of Merger.

9. After the Merger, no certificate of Pentron shall represent any interest in Pentron or Jeneric or entitle the holder thereof to vote the shares of Pentron represented thereby, or to receive any dividend with respect thereto, or to exercise any other rights of ownership in respect thereof.

10. Upon the Effective Date, each share of common stock, par value \$1.00 per share, of Jeneric shall, by virtue of the Merger and without any action on the part of the holder thereof, continue to be one share of common stock, par value \$1.00 per share, of the Surviving Corporation.

11. Upon the Effective Date, the Surviving Corporation shall possess all rights, privileges, immunities, purposes and franchises of Pentron and shall be subject to all of the obligations, restrictions, disabilities and duties of such corporation; and

all property, real, personal and mixed, including, but not limited to, all patents, applications for patents, trademarks, trademark registrations and applications for registrations of trademarks, together with the good will of the businesses, and all debts due on whatever account, and all other choses in action and all and every other interest of or belonging to or due to such corporation shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed. If at any time the Surviving Corporation shall deem or be advised that any further assignment, assurances in the law, or other things whatever are necessary or desirable to vest in the Surviving Corporation title to any property of Pentron, the proper corporate officers and directors shall and will execute all proper assignments and assurances in the law and do all things necessary or proper to vest title to such property in the Surviving Corporation, and otherwise to carry out the purposes of this Plan of Merger.

12. (a) This Plan of Merger shall be submitted to a vote at a meeting of the shareholders of Pentron and at a meeting of the shareholders of Jeneric upon written notice to such shareholders, not less than twenty (20) days nor more than sixty (60) days before such meeting (or such shorter period as such shareholders may agree to by written waiver of notice), which notice shall be accompanied by a copy of this Plan of Merger.

(b) The aggregate number of shares issued and outstanding, and the aggregate number of treasury shares of Pentron are as follows:

- (i) One thousand two hundred (1200) shares of common stock, \$10 par value, issued and outstanding; and
- (ii) Four hundred (400) shares of 6% non-cumulative preferred stock, \$100 par value, held as treasury shares.

The aggregate number of shares issued and outstanding, and the aggregate number of treasury shares of Jeneric are as follows:


- (i) Six thousand and seventy six (6,076) shares of non-cumulative 6% preferred stock, \$130 par value, issued and outstanding;
- (ii) Two thousand and sixty four (2,064) shares of Class A common stock, \$1.00 par value, issued and outstanding; and
- (iii) Two thousand nine hundred and thirty six (2,936) shares of Class A common stock, \$1.00 par value, held as treasury shares.

(c) This Plan of Merger shall be approved upon the affirmative vote of the shareholders of each of Pentron and Jeneric holding in the aggregate two-thirds of the respective shares of all classes and series of stock of said corporations currently outstanding.

IN WITNESS WHEREOF, each of Pentron and Jeneric has caused this Plan of Merger to be executed in counterparts by


its duly authorized officers and its corporate seal to be hereunto
affixed this 4th day of March , 1987.

Attest:



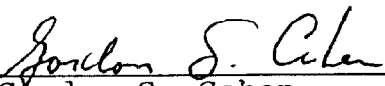
Martin Schulman
Secretary

JENERIC INDUSTRIES, INC.

By: 

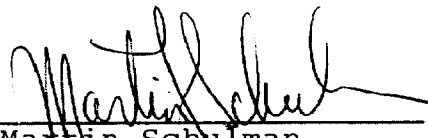
Gordon S. Cohen
President

Attest:



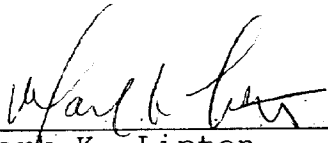
Gordon S. Cohen
Secretary

PENTRON CORPORATION, INC.

By: 

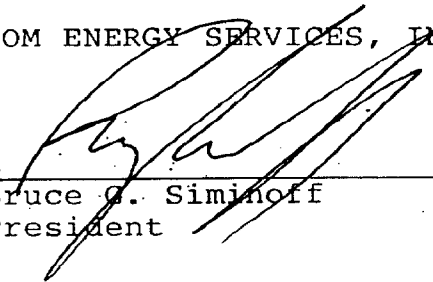
Martin Schulman
President

Attest:



Mark K. Lipton
Assistant Secretary

CUSTOM ENERGY SERVICES, INC.

By: 

Bruce G. Siminoff
President