

08-07-1998

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



100786865

**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/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 Assignment.)

☒ **Citizenship/State of Incorporation/Organization**

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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:
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REEL: 1763 FRAME: 0593

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,845,638"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Kimberly A. Johnson

Name of Person Signing


Signature

July 27, 1998

Date Signed

11-26-96
1100

CERTIFICATE OF MERGER
OF
GUARDSMAN PRODUCTS, INC.
INTO
LILLY INDUSTRIES (USA), INC.

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

NAME	STATE OF INCORPORATION
Lilly Industries (USA), Inc.	Indiana
Guardsman Products, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation of the merger is Lilly Industries (USA), Inc., an Indiana corporation.

FOURTH: That the Articles of Incorporation of Lilly Industries (USA), Inc., an Indiana corporation, which is the surviving corporation, shall continue in full force and effect as the Articles of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement and Plan of Merger is attached hereto as Exhibit AA and is on file at the principal place of business of the surviving corporation, the address of which is 733 South West Street, Indianapolis, Indiana 46204.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished, on request and without cost, to any stockholder of any constituent corporation.

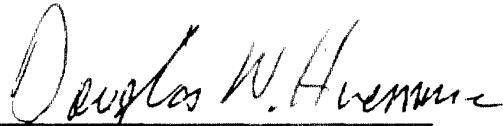
SEVENTH: That Lilly Industries (USA), Inc. survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent Delaware corporation as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of

process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 733 South West Street, Indianapolis, Indiana 46204, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

EIGHTH: That this Certificate of Merger shall be effective at 11:45 p.m. Eastern Standard Time on November 30, 1996.

IN WITNESS WHEREOF, said Lilly Industries (USA), Inc. has caused this Certificate of Merger to be signed by Douglas W. Huemme, its President, this 22nd day of November, 1996.

LILLY INDUSTRIES (USA), INC.

A handwritten signature in cursive script, reading "Douglas W. Huemme", written over a horizontal line.

By: Douglas W. Huemme
Title: President

**AGREEMENT AND PLAN OF MERGER
OF
GUARDSMAN PRODUCTS, INC.
INTO
LILLY INDUSTRIES (USA), INC.**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated as of this 22nd day of November, 1996, is by and between Lilly Industries (USA), Inc., an Indiana corporation (the "Surviving Corporation"), and Guardsman Products, Inc., a Delaware corporation (the "Merging Corporation"), pursuant to the provisions of the Indiana Business Corporation Law (the "Indiana Act") and the General Corporation Law of the State of Delaware (the "Delaware Act").

RECITALS

WHEREAS, the Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana; and

WHEREAS, the Merging Corporation is a corporation duly organized and validly existing under the laws of the state of Delaware; and

WHEREAS, the Surviving Corporation and the Merging Corporation (the "Constituent Corporations") are sister corporations that are both wholly-owned subsidiaries of Lilly Industries, Inc., an Indiana corporation ("Parent");

WHEREAS, the Merging Corporation has authority to issue one thousand (1,000) shares of common stock, par value of \$1.00 per share, of which a total of ten (10) shares are issued and outstanding; and

WHEREAS, the Surviving Corporation has authority to issue one thousand (1,000) shares of common stock, without par value, of which a total of one (1) share is issued and outstanding; and

WHEREAS, the Board of Directors of each of the Constituent Corporations have determined that it is advisable and in the best interests of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the laws of the respective jurisdictions of the Constituent Corporations; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations have approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Board of Directors of each of the Constituent Corporations hereby approves the following Merger Agreement:

ARTICLE 1
The Merger and Its Effective Time

Section 1.01. The Merger. The Merging Corporation and the Surviving Corporation shall be merged into a single corporation in accordance with the applicable laws of the respective jurisdictions of the Constituent Corporations (the "Merger").

Section 1.02. Effective Time. The effective time and date of the Merger shall be 11:45 p.m. Eastern Standard Time on November 30, 1996 (the "Effective Time").

Section 1.03. Survival of the Merger. At the Effective Time, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall survive the Merger and continue to be an Indiana corporation.

ARTICLE 2
Articles of Incorporation and By-Laws

Section 2.01. Articles of Incorporation. On and after the Effective Time, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of the Surviving Corporation (the "Surviving Articles"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Corporation to amend the Surviving Articles in accordance with the laws of the State of Indiana and the Surviving Articles.

Section 2.02. Code of By-Laws. On and after the Effective Time, the Code of By-Laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall constitute the Code of By-Laws of the Surviving Corporation (the "Surviving By-Laws"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving By-Laws in accordance with the laws of the State of Indiana, the Surviving Articles and the Surviving By-Laws.

ARTICLE 3
Directors and Officers

Section 3.01. Directors and Officers. On and after the Effective Time, the Board of Directors and officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and officers of the Surviving Corporation, each to hold office subject to the Surviving Articles and Surviving By-

Laws and the laws of the State of Indiana as to the term and removal of directors and officers.

ARTICLE 4
Manner of Converting and Cancelling Stock

Section 4.01. Cancellation of Merging Corporation Issued Shares. At the Effective Time, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be cancelled, and no payment shall be made with respect thereto, and all certificates evidencing ownership of such shares shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.02. Existence of Surviving Corporation Issued Shares. At the Effective Time, all issued and outstanding shares of common stock of the Surviving Corporation shall be and remain issued and outstanding shares of common stock of the Surviving Corporation.

ARTICLE 5
Rights

Section 5.01. Rights. From and after the Effective Time, the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger.

ARTICLE 6
Liabilities

Section 6.01. Liabilities. From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation in such action or proceeding.

ARTICLE 7
Corporate Acts

Section 7.01. Corporate Acts. From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Corporation.

ARTICLE 8
Further Documents

Section 8.01. Further Documents. If at any time prior to the Effective Time the Surviving Corporation shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, have caused this Merger Agreement to be executed by each of their duly authorized officers on the date and year first above written.

LILLY INDUSTRIES (USA), INC.

By:

Douglas W. Huemme

Douglas W. Huemme, President

ATTEST:

By:

Kenneth L. Mills

Kenneth L. Mills, Secretary

GUARDSMAN PRODUCTS, INC.

By:

William C. Dorris

William C. Dorris, Vice President

ATTEST:

By:

Kenneth L. Mills

Kenneth L. Mills, Secretary

I, Kenneth L. Mills, Secretary of Lilly Industries (USA), Inc., a corporation organized and existing under the laws of the State of Indiana, hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Guardsman Products, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 23-1-29-4 of the Indiana Business Corporation Law, by the written consent of the sole stockholder holding one (1) share of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement and Plan of Merger was thereby adopted as the act of the sole stockholder of said Lilly Industries (USA), Inc. and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 22nd day of November, 1996.


Kenneth L. Mills, Secretary

Office of the Secretary of State

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:

"GUARDSMAN PRODUCTS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "LILLY INDUSTRIES (USA), INC." UNDER THE NAME OF "LILLY INDUSTRIES (USA), INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 1996, AT 11 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

AUTHENTICATION:

8313460

DATE:

TRADEMARK

REEL: 1763 FRAME: 0603⁹⁷

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RECORDED: 07/30/1998