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

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8.25.98

08-28-1998

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

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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] 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
- [X] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 6-8-92

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: OEM/Miller Corporation

Execution Date Month Day Year: 6-8-92

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Illinois

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: OEM/Miller Corporation

DBA/AKA/TA:

Composed of:

Address (line 1): 1300 Danner Drive

Address (line 2):

Address (line 3): Aurora (City) Ohio (State/Country) 44202 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] 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.)*

[X] Citizenship/State of Incorporation/Organization: Ohio

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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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FORM PTO-1618B
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 (216) 861-7418

Name Ann M. Runta

Address (line 1) Baker & Hostetler LLP

Address (line 2) 3200 National City Center

Address (line 3) 1900 East 9th Street

Address (line 4) Cleveland, OH 44114

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 8

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)		
			1,373,777		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 02-0396

Authorization to charge additional fees: Yes [X] 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.

Ann M. Runta		8/20/98
Name of Person Signing	Signature	Date Signed

DJC
6/29/92
$50.00

CERTIFICATE OF ADOPTION
OF
AGREEMENT OF MERGER

The undersigned, the President and the Assistant Secretary of OEM/Miller Corporation, an Ohio corporation ("Survivor"), and the President and the Assistant Secretary of OEM/Miller Corporation, an Illinois corporation ("Merging Corporation"), hereby certify that the Agreement and Plan of Merger between said corporations dated June 8, 1992 to which this Certificate is attached, (a) pursuant to the provisions of Sections 1701.78 and 1701.54 of the Ohio Revised Code, was duly approved by the unanimous written consent of the Board of Directors, and approved and adopted by the unanimous written consent of the shareholders of Survivor by action taken as of May 21, 1992 and (b) pursuant to Section 11.35 of the Illinois Business Corporation Act was duly approved by the Board of Directors at a meeting duly held, and approved and adopted by the affirmative vote of the holders of more than 90% of the shares of Merging Corporation at a meeting duly held on June 5, 1992.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 8th day of June, 1992.

OEM/Miller Corporation,
an Ohio corporation

William F. Miller III
President

Nancy Prunty
Assistant Secretary

OEM/Miller Corporation,
an Illinois corporation

William F. Miller III
President

Nancy Prunty
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, executed this 8th day of June, 1992 by and between OEM/Miller Corporation, an Ohio business corporation (hereinafter sometimes called "Survivor"), and OEM/Miller Corporation, an Illinois business corporation (hereinafter sometimes called "Merging Corporation"). Survivor and the Merging Corporation are herein sometimes collectively called the "Constituent Corporations".

RECITALS:

Survivor is a business corporation organized under the laws of the State of Ohio. Its Articles of Incorporation were filed in the office of the Secretary of State of Ohio on May 18, 1992. It has an authorized capitalization of 750 common shares, with a par value of $1.00 per share, ("Survivor Common Shares"), of which 100 shares are now issued and outstanding.

Merging Corporation is a business corporation organized under the laws of the State of Illinois. Its Certificate of Incorporation was filed in the office of the Secretary of State of Illinois on October 2, 1972. It has an authorized capital of 200,000 shares consisting of 100,000 Class A shares, par value $1.00 per share ("Class A Stock") of which 30,000 Class A shares are issued and outstanding, and 100,000 Class B shares, par value $1.00 per share ("Class B Stock"), of which 30,000 Class B shares are issued and outstanding.

The Constituent Corporations are each organized for the purpose of carrying on business of the same or similar nature. The Board of Directors of each of the Constituent Corporations have determined that a merger (the "Merger") of the Merging Corporation into Survivor is in the best interests of each of the parties hereto, and such parties desire to herein set forth their agreement respecting the Merger.

PROVISIONS:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants herein contained, agree as follows:

1. MERGER

The Constituent Corporations shall be merged into a single corporation in accordance with the applicable provisions of the General Corporation Law of Illinois and of the Ohio Revised Code by the Merging Corporation merging into Survivor. The separate existence of the Merging Corporation will cease upon the Effective Date of the Merger (as hereinafter defined in Section 4). Survivor shall be the surviving corporation. The effect of the merger shall be as provided by law.

Survivor shall be governed by the laws of the State of Ohio. The principal office of Survivor in the State of Ohio is and after the merger shall be 1300 Danner Drive, Aurora, Ohio 44202.

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2. ARTICLES, BY-LAWS, DIRECTORS, AND OFFICERS

2.1 Articles of Incorporation

The Articles of Incorporation of Survivor as in effect on the Effective Date of the Merger shall continue in full force and effect, unless and until subsequently amended, as the Articles of Incorporation of Survivor.

2.2 Code of Regulations

The Code of Regulations of Survivor as in effect on the Effective Date of the Merger shall continue in full force and effect, unless and until subsequently amended, as the Code of Regulations of Survivor.

2.3 Directors and Officers

The Directors of Merging Corporation in office on the Effective Date of the Merger shall be the Directors of Survivor until their successors have been duly elected and qualified.

The Officers of Merging Corporation in office on the Effective Date of the Merger shall be the Officers of Survivor until their successors have been duly elected and qualified.

3. STATUS OF OUTSTANDING CAPITAL STOCK

3.1 Survivor Common Shares

Each share of Survivor Common Shares outstanding immediately prior to the Effective Date shall remain one outstanding share of Survivor Common Stock after the Merger.

3.2 Merging Corporation Class A Stock

The shares of Class A stock issued and outstanding immediately prior to the Effective Date shall by virtue of the Merger be either cancelled and converted into the right to receive

a cash payment, or converted and exchanged for Survivor Common Shares, as follows:

(i) Class A shares shall be converted and exchanged for Survivor Common Shares at the rate of 3,980 Class A shares for one (1) share of Survivor Common Shares. No fractional shares shall be issued. After the Effective Date, each holder of an outstanding certificate representing Class A shares shall surrender the same to the Survivor and each such holder shall be entitled upon such surrender to receive a certificate evidencing the number of shares of the Survivor on the basis provided herein; and

(ii) After giving effect to the foregoing conversion and exchange, each remaining issued and outstanding Class A share shall be cancelled and converted into the right to receive, as of the Effective Date, upon surrender of a certificate or certificates representing such Class A Shares, $30.00 in cash per Class A Share.

3.3 Merging Corporation Class B Stock

The shares of Class B stock issued and outstanding immediately prior to the Effective Date shall by virtue of the Merger and without any further action on the part of the holder thereof or any person, be either cancelled and converted into the right to receive a cash payment, or converted and exchanged for Survivor Common Shares, as follows:

(i) Class B shares shall be converted and exchanged for Survivor Common Shares at the rate of 3,980 Class B shares for one (1) share of Survivor Common Shares. No fractional shares shall be issued. After the Effective Date, each holder of an outstanding certificate representing Class B shares shall surrender the same

to the Survivor and each such holder shall be entitled upon such surrender to receive a certificate evidencing that number of Survivor Common Shares on the basis provided for herein; and

(ii) After giving effect to the foregoing conversion and exchange, each remaining issued and outstanding Class B share shall be cancelled and converted into the right to receive, as of the Effective Date, upon surrender of a certificate or certificates representing such Class B Shares, $30.00 in cash per Class B share.

3.4 Fair Value Rights

Each of the record holders of Class A Stock and Class B Stock shall be notified of their dissenters rights in accordance with Section 11.70 of the Illinois Business Corporation Act.

4. EFFECTIVE DATE

The Board of Directors of each of the Constituent Corporations shall take all action necessary in order that the Merger provided for herein shall be effective pursuant to the laws of the State of Ohio and the State of Illinois. The Effective Date of this Merger shall be upon the close of business on June 30, 1992.

5. SERVICE OF PROCESS
PAYMENT TO DISSENTING SHAREHOLDERS

Survivor agrees and gives its consent that (a) it may be sued and served with process in the State of Illinois in any proceeding for enforcement of any obligation of Merging Corporation as well as for enforcement of any obligation of Survivor arising from the merger, including any suit or proceeding to enforce the rights of a dissenting stockholder of Merging Corporation.

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Secretary of State of Illinois is irrevocably appointed as its agent to accept service of process in any proceeding in the State of Illinois to enforce against Survivor any obligation of any Constituent Corporation, or to enforce the rights of a dissenting shareholder of Merging Corporation. The address to which a copy of such process shall be mailed by the Secretary of State is:

OEM/Miller Corporation
1300 Danner Drive
Aurora, OH 44202

Survivor agrees to promptly pay to dissenting shareholders, if any, of the Merging Corporation the amount, if any, to which they shall be entitled under the provisions of the Illinois Business Corporation Act with respect to the rights of dissenting shareholders.

7. ADDITIONAL DOCUMENTS

The Merging Corporation hereby agrees, from time to time and at any time, before or after the Effective Date of the Merger as and when requested by Survivor or its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take or cause to be taken all such further or other action, as Survivor may deem necessary or desirable in order to vest in and to confirm to Survivor title to and possession of any property of the Merging Corporation acquired or to be acquired by reason of, or as a result of, the Merger provided for herein, and otherwise to carry out the intent and purposes hereof.

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8. TERMINATION

Notwithstanding anything contained herein to the contrary, this Agreement and the Merger provided for herein may be terminated and abandoned at any time prior to the Effective Date by the consent of the Boards of Directors of each of the Constituent Corporations.

IN WITNESS WHEREOF, the Constituent Corporations, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the President and attested by the Assistant Secretary of each of the Constituent Corporations, all as of the day and year first written.

OEM/Miller Corporation,
an Ohio corporation

By _____
William F. Miller III, President

Attest _____
Nancy Prunty, Asst. Secretary

OEM/Miller Corporation,
an Illinois corporation

By _____
William F. Miller III, President

Attest _____
Nancy Prunty, Asst. Secretary

TRADEMARK
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UNITED STATES OF AMERICA, 819812
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE

I, BOB TAFT, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, consisting of 8 pages, as taken from the original record now in my official custody as Secretary of State.

WITNESS my hand and official seal at Columbus, Ohio, this 10th day of August A.D. 1998

Bob Taft

BOB TAFT
Secretary of State

By: D. Lissman

NOTICE: This is an official certification only when reproduced in red ink

BAKER
&
HOSTETLER LLP
COUNSELLORS AT LAW

3200 NATIONAL CITY CENTER • 1900 EAST 9TH STREET • CLEVELAND, OHIO 44114-3485 • (216) 621-0200 • FAX (216) 696-0740
WRITER'S DIRECT DIAL NUMBER (216)

861-7418

August 20, 1998

VIA CERTIFIED MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: **Trademark Registration No. 1,373,777**

Dear Sir:

On behalf of OEM/Miller Corporation, I enclose for recordation an Agreement of Merger. Also enclosed is our firm check in the amount of $40 in payment of the recordation fee, along with a Recordation Form Cover Sheet.

Sincerely,

Ann M. Runta/KRE

Ann M. Runta
Legal Assistant

Enclosures
cc: Christina N. Smith, Esq.

TRADEMARK