

09-28-1998

Docket No.:

75011.00057



100840083

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

LaSalle Deitch Co., Inc.

9-24-98

- Individual(s)
- General Partnership
- Corporation-State Indiana
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: June 11, 1993

2. Name and address of receiving party(ies):

1998 SEP 24 AM 9: 58

Name: LaSalle Deitch Co., Inc.

OPR/FINANCE

Internal Address:

Street Address: 640 Industrial Parkway

City: Elkhart State: IN ZIP: 46515

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Indiana
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

998,697	1,382,458
1,018,507	896,185
1,142,399	

Additional numbers  Yes  No

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

Name: James D. Hall

Internal Address: Baker & Daniels

Street Address: 205 W. Jefferson Boulevard

Suite 250

City: South Bend State: IN ZIP: 46601

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-0387

40.00 CP  
100.00 CP

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.

James D. Hall

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and

September 21, 1998

9

09/25/1998 JWB/KLB 00000059 998687

FC-301  
FC-302

## AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER**, dated as of June 11, 1993, is made by and among LaSalle-Deitch Co., Inc., an Indiana corporation (the "Company"), Heywood Williams Group PLC, a United Kingdom corporation ("Purchaser"), and HW Acquisition Corp., an Indiana corporation and a wholly owned indirect subsidiary of Purchaser ("Acquisition" and together with Purchaser, the "Buyer Group").

The Boards of Directors and stockholders of the Company and Acquisition deem it advisable and in the best interests of each such corporation and its respective stockholders to cause the merger of Acquisition with and into the Company (the "Merger") upon the terms and conditions set forth herein and in accordance with the Business Corporation Law of the State of Indiana (the "Corporation Law"). (Acquisition and the Company being hereinafter sometimes referred to as the "Constituent Corporations" and the Company, following the effectiveness of the Merger, as the "Surviving Corporation.")

**THEREFORE**, in consideration of the mutual representations, warranties, covenants and conditions contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereby agree as follows:

### ARTICLE 1

#### THE MERGER

1.01 The Merger. Upon the terms and subject to the conditions hereof as promptly as practicable following the satisfaction or waiver of the conditions set forth in Articles 9 and 10 hereof, Acquisition shall be merged with and into the Company and the separate existence of Acquisition shall thereupon cease, and the Company, as the Surviving Corporation, shall continue to exist under and be governed by the Corporation Law.

1.02 Effective Time of the Merger. The Merger shall become effective when properly executed Articles of Merger in substantially the form of Exhibit 1.02 attached hereto (the "Articles of Merger") are filed with the Secretary of State of Indiana as provided in the Corporation Law. When used in this Agreement, the term "Effective Time" shall mean the date and time at which the Certificate of Merger is so filed.

1.03 Effect of Merger. The Merger shall have the effects set forth in the Corporation Law.

1.04 Supplementary Action. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of either of the Constituent Corporations, or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby

authorized and empowered on behalf of the respective Constituent Corporations, in the name of and on behalf of the appropriate Constituent Corporation, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Agreement.

## ARTICLE 2

### THE SURVIVING CORPORATION

2.01 Name. The name of the Surviving Corporation will be LaSalle-Deitch Co., Inc.

2.02 Certificate of Incorporation. The Articles of Incorporation of the Company, as amended by the Articles of Merger, shall be the articles of incorporation of the Surviving Corporation. The Articles of Incorporation of the Surviving Corporation thereafter may be amended in accordance with their terms and as provided by law.

2.03 Bylaws. The Bylaws of the Company immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation. The Bylaws of the Surviving Corporation thereafter may be amended in accordance with their terms, the Articles of Incorporation of the Surviving Corporation and as provided by law.

2.04 Directors. The directors of Acquisition immediately prior to the Effective Time shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation, or until their earlier resignation or removal, or as otherwise provided by law.

2.05 Officers. The officers of Acquisition immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their successors are duly elected and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation, or until their earlier resignation or removal, or as otherwise provided by law.

## ARTICLE 3

### CONVERSION OF SHARES

3.01 Conversion of Shares. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder:

(a) Each of the issued and outstanding shares of the Company's Common Stock, without par value ("Company Common Stock"), excluding any such shares held in the Company's treasury, shall be converted into the right to receive an amount in cash (the "Purchase Price Per Share") equal to (i) \$53,250,000 less (x) the Escrow Amount

(vii) there are no parties (other than the Company or its lessees disclosed in Section 6.08 of the Disclosure Schedule) in possession of the Leased Property; and

(viii) there have been no discussions or correspondence with the landlord concerning renewal terms for those Leases scheduled to expire within twelve months of the date of this Agreement.

(c) Except for inventory and supplies in transit in the ordinary course and except as set forth in Section 6.06(c) of the Disclosure Schedule, all material tangible personal property is located on the premises of the Company.

(d) The Company has previously delivered to the Purchaser true and complete copies of the results of a search for Uniform Commercial Code liens filed against the Company conducted by Relyea-Lee Services, Inc. The searches include at least an inquiry of the office of the Secretary of State in every state in which the Company has Owned Property or Leased Property.

**6.07 Intellectual Property.** Section 6.07 of the Disclosure Schedule sets forth an accurate and complete list of all patents, pending patent applications, trademarks, pending trademark applications and trade names licensed to, applied for or registered in the name of, the Company, or in which the Company has any rights, and all copyright registrations or pending applications for registration of the Company, or in which the Company has any rights, including the nature (e.g., patent, trademark, etc.) of the intellectual property, the application or registration number, the jurisdiction and the record owner (the "Listed Intellectual Property"). Except as set forth in Section 6.07 of the Disclosure Schedule, with respect to the Listed Intellectual Property, no registration relating thereto has lapsed, expired or been abandoned or cancelled or is the subject of cancellation proceedings. The Company owns or possesses adequate and enforceable licenses (free of Encumbrances other than Permitted Encumbrances) to use all Listed Intellectual Property and any other intellectual property rights (including, without limitation, drawings, trade secrets, know-how and confidential information) currently used by the Company, or necessary to permit the Company to conduct its businesses as now conducted (the Listed Intellectual Property and the other intellectual property rights hereinafter collectively called the "Intellectual Property"). Section 6.07 of the Disclosure Schedule sets forth all licenses to which the Company is a party relating to the Intellectual Property (the "Intellectual Property Licenses"). Except as set forth in Section 6.07 of the Disclosure Schedule, the Company has not infringed on, misappropriated or otherwise conflicted with and is not now infringing on, misappropriating or otherwise conflicting with any Intellectual Property right belonging to any person based on the present or past operations within the last three years of the Company and no material claim is pending or, to the knowledge of the Company, threatened to the effect that any Intellectual Property is invalid or unenforceable. To the Company's knowledge, except as set forth in Section 6.07 of the Disclosure Schedule, no person is infringing upon or violating any of the Intellectual Property; and no claim is pending or, to the Company's knowledge, threatened to that effect nor, to the Company's knowledge, does any reasonable basis exist therefor. Except as set forth in Section 6.07 of the Disclosure Schedule,

no contract, agreement or understanding between the Company and any party exists and no Encumbrances exist which in either case would impede or prevent the continued use by the Company or its successors of the entire right, title and interest of the Company in and to any of the Intellectual Property.

#### 6.08 Commitments.

(a) Section 6.08(a) of the Disclosure Schedule sets forth an accurate and complete list of each contract or agreement, whether written or oral (including any and all amendments thereto) (each, a "Contract") to which the Company is a party, by which the Company is bound, and which (i) relates to the borrowing of money or the guaranty of any obligation to borrow money or is a Guaranty, letter of credit, pledge, bond or similar arrangement running to the account of or for the benefit of the Company; (ii) relates to the purchase, maintenance or acquisition, or the sale or furnishing of materials, supplies, merchandise, machinery, equipment, parts or any other property or services (excluding any such Contract made in the ordinary course of the Company's business and which is expected to be fully performed within three months of the date hereof or which involves revenues or expenditures of less than \$50,000); (iii) is a collective bargaining agreement; (iv) obligates the Company not to compete with any business, or to conduct any business with only certain parties, or which otherwise restrains or prevents the Company from carrying on any lawful business (excluding customary restrictive covenants contained in agreements identified pursuant to clause (i) above); (v) other than the Peters Employment Agreement, relates to employment, compensation, severance or consulting between the Company and any of its respective officers, directors, employees or consultants who are entitled to compensation thereunder in excess of \$50,000 per annum or relates to indemnification of any officers, directors, employees or consultants; (vi) is a lease or sublease of real property irrespective of amount, or a lease, sublease or other title retention agreement or conditional sales agreement having either an original value in excess of \$50,000 or an annual rental cost in excess of \$15,000 for any machinery, equipment, vehicle or other tangible personal property (whether the Company is a lessor or lessee); (vii) is a Contract for capital expenditures or the acquisition or construction of fixed assets for or in respect of the Real Property; (viii) is a Contract granting any person a lien (other than a Permitted Encumbrance) on any of the assets of the Company, in whole or in part (other than liens arising in the ordinary course pursuant to Article 2 of the Uniform Commercial Code); (ix) is a Contract by which the Company retains any manufacturer's representatives, broker or other sales agent, distributor or representative, or advertising or marketing entity or through which the Company is appointed or authorized as a sales agent, distributor or representative, in each case involving aggregate annual net sales in excess of \$100,000 or expenses or commissions thereon in excess of \$5,000; (x) is a Contract under which the Company has granted or received a license or sublicense or is obligated to pay or has the right to receive a royalty, license fee or similar payment (other than software licenses for purchased software); (xi) other than the Peters Employment Agreement and the Non-Compete Agreement, is a Contract concerning an Affiliate Transaction (as defined in Section 6.19); (xii) is a Contract for the purchase or sale by the Company of (A) any real

Section 6.07  
Intellectual Property

1. Trademark - LaSalle & Design, Reg. No. 1,748,354/Class 11, Registered January 26, 1993.
2. Trademark - Design, Reg. No. 896,185/Class 35, Registered August 4, 1970.
3. Trademark - La Salle, Reg. No. 1,382,458/Class 27, Registered February 11, 1986.
4. Trademark - MSI & Design, Reg. No. 998,697/Class 7, Registered November 19, 1974.
5. Trademark - Insider, Reg. No. 1,018,507/Class 37, Registered August 19, 1975.

All of the above are U.S. registry and held in the name of the Company.

6. Underwriters Laboratories, Inc. Approvals
  - a. Portable lamps E23389(N)
  - b. Low voltage fix E68315(N)
  - c. Fixture fittings E71167(N)
7. Trade Names (unregistered)
  - a. LaSalle-Deitch Co., Inc.
  - b. LaSalle-Distribution East Division
    - i. LaSalle Lighting
  - c. LaSalle-Distribution West Division
    - i. LaSalle-Metal Fabricating
  - d. LaSalle-RV Products Division
    - i. LaSalle-Axle Group
    - ii. LaSalle-RV Appliance Parts & Service
  - e. LaSalle-Imperial Fabrics Division
  - f. LaSalle-Bristol Laminating Division
8. Pursuant to that certain Distributorship Agreement (the "UCF Agreement") dated June 30, 1989 between the Company and UCF America Inc. ("UCF"), (see Item 75 of Section 6.08(a) of this Disclosure Schedule), the Company is given permission to use certain Know-How (as defined in the UCF Agreement) in the distribution, assembly and