

12-23-1998



OVER SHEET  
S ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings → → → ▼

To the Honorable Commiss

100928871

record the attached original documents or copy thereof

1. Name of conveying party(ies):

Clyde Corporation

MLO  
12-21-98

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

Name: P.S.I. Engineered Systems, Inc.

Internal Address: \_\_\_\_\_

Street Address: 11878 Hubbard

City: Livonia State: ZIP: 48150-17

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- 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

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 1995

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1186443

Additional numbers attached?  Yes  No

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

Name: Marjory G. Basile, Esq.

Internal Address: \_\_\_\_\_

Millwe, CANFIELD, PADDOCK AND STONE, PLC

Street Address: 150 W. Jefferson, Suite 25--

City: Detroit State: MI ZIP: 48226

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Marjory G. Basile, Esq.

Name of Person Signing

*Marjory G. Basile*  
Signature

2-14-98  
Date

Total number of pages comprising cover sheet: 6

OMB No. 0951-0011 (exp. 12-31-98)

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Mail documents to be recorded with required cover sheet information to:

12/22/1998 DMGUYEN 00000072 1186443

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Box Assignments  
Washington, D.C. 20231

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TRADEMARK

REEL: 1830 FRAME: 0971

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received <b>AUG 29 1995</b>	Adjusted per telephone authorization (FOR BUREAU USE ONLY) from Thomas G. Appleman
1 of 2	

**FILED**

**AUG 29 1995**

Administrator  
MICHIGAN DEPARTMENT OF COMMERCE  
Corporation & Securities Bureau

Name <b>Thomas G. Appleman, Esq.</b>		
Address <b>Miller, Canfield, Paddock and Stone, P.L.C.</b> <b>1400 North Woodward Avenue, Ste. 100</b>		
City <b>Bloomfield Hills</b>	State <b>MI</b>	ZIP Code <b>48303-2014</b>

EFFECTIVE DATE: **August 31, 1995**

**11:59 p.m.**

Document will be returned to the name and address you enter above.

**CERTIFICATE OF MERGER / CONSOLIDATION**

For use by Domestic or Foreign Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (~~CONSOLIDATION~~) is as follows:

a. The name of each constituent corporation and its identification number is:

P.S.I. Engineered Systems, Inc.

3 0 8 - 8 1 6

Clyde Corporation

2 5 3 - 8 0 3

b. The name of the surviving (new) corporation and its identification number is:

P.S.I. Engineered Systems, Inc.

3 0 8 - 8 1 6

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
<u>P.S.I. Engineered Systems, Inc.</u>	<u>1,000 Shares</u> <u>Common Stock</u>	<u>Common Stock</u>	<u>Common Stock</u>
	<u>\$1.00 par value</u>		
<u>Clyde Corporation</u>	<u>10,000 Shares</u> <u>Common Stock</u>	<u>Common Stock</u>	<u>Common Stock</u>

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

~~d. For each constituent nonstock corporation~~

~~(i) If it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.~~

~~(ii) If it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.~~

e. The terms and conditions of the proposed merger (consolidation), including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving (consolidated) corporation, or into cash or other consideration, are as follows:

See Agreement and Plan of Merger attached hereto.

~~f. If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:~~

g. Other provisions with respect to the merger (consolidation) are as follows:

1. See Agreement and Plan of Merger attached hereto.

2. The plan of merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of any constituent corporation.

~~2. (Complete for any foreign corporation only)~~

~~This merger (consolidation) is permitted by the laws of the state of \_\_\_\_\_~~

~~the jurisdiction under which \_\_\_\_\_~~

~~(name of foreign corporation)~~

~~is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.~~

3. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after receipt of this document in this office).

1977-1978

31st

day of August TRADEMARK

REEL: 1830 FRAME: 0973

Name of person or organization  
remitting fees:

Miller, Canfield, Paddock and Stone, P.L.C.

Preparer's name and business  
telephone number:

Thomas G. Appleman, Esq.

( 810 ) 258-3009

## INFORMATION AND INSTRUCTIONS

1. The merger/consolidation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporation and Securities Bureau. The original will be returned to the address appearing in the box on the front as evidence of filing.  
Since this document will be maintained on optical disk media, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This certificate is to be used pursuant to sections 701 through 707 of the Act for the purpose of merging or consolidating two or more domestic and/or foreign corporations and pursuant to Section 731 or 735 if the merger or consolidation involves one or more foreign corporations.
4. If more than two corporations are merging or consolidating, the certificate may be adjusted as necessary, or the format may be used as a guide in drafting your own certificate. If additional space is required for any section, continue the section on an attachment.
5. Item 3—This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
6. This document must be accompanied by the consent of the Michigan Attorney General if a domestic nonprofit charitable purpose corporation is merging or consolidating into a for profit corporation or a foreign nonprofit corporation that does not have a certificate of authority with Michigan. Contact Consumer Protection and Charitable Trusts, Michigan Attorney General, P.O. Box 30214, 525 W. Ottawa, Lansing, MI 48909, (517) 373-1152.
7. This certificate must be signed in ink by the president, vice-president, chairperson, or vice-chairperson of each corporation that is merging or consolidating, unless the incorporators of a domestic profit corporation approve the merger or consolidation pursuant to sections 706 and 707 of the Act. In that event, Item 4 of the certificate must be signed in ink by the majority of the incorporators of that corporation.
8. FEES: Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order.

If a foreign corporation authorized to transact business in this state merges into any domestic corporation, the resulting domestic corporation shall pay franchise fees for any increase in authorized shares less such sums as the foreign corporation so merging has previously paid to the state as an initial or additional admission franchise fee.

NONREFUNDABLE FEE - This fee must be remitted for each domestic corporation involved in the merger ..... \$50.00  
 ADDITIONAL FEE: If the authorized shares of the surviving domestic corporation are increased, an additional fee is due:  
 each additional 20,000 authorized shares or portion thereof ..... \$30.00  
 maximum fee for first 10,000,000 authorized shares ..... \$5,000.00  
 each additional 20,000 authorized shares or portion thereof in excess of 10,000,000 shares ..... \$30.00  
 maximum fee, per filing, for authorized shares in excess of 10,000,000 shares ..... \$200,000.00

Consolidation - Organization fees are required for the articles of incorporation of the new consolidated corporation, if it is a domestic corporation.

9. Mail form and fee to:  
 Michigan Department of Commerce  
 Corporation and Securities Bureau  
 Corporation Division  
 P.O. Box 30054  
 Lansing, MI 48909-7754

The office is located at:  
 6546 Mercantile Way  
 Lansing, MI 48910  
 Telephone: (517) 334-6302

4 (Complete applicable section for each constituent corporation)

a. (For domestic profit corporations only)

The plan of merger was approved by the unanimous consent of the incorporators of \_\_\_\_\_

\_\_\_\_\_, which has not commenced business, has not issued any shares, and has not elected a Board of Directors. (Incorporators must sign on this page of the Certificate.)

b. (For profit corporations involved in a merger only)

The plan of merger was approved by the Board of Directors of \_\_\_\_\_

\_\_\_\_\_, the surviving corporation, ~~without the approval of the shareholders of that corporation in accordance with Section 701 of the Act.~~

c. (For profit corporations only)

The plan of merger was adopted by the Board of Directors of the following constituent corporations:

**P.S.I. Engineered Systems, Inc.  
Clyde Corporation**

and was approved by the shareholders of those corporations in accordance with Section 703a.

d. (For nonprofit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors

(i) (Complete if organized upon a stock or membership basis)

of \_\_\_\_\_ and was approved by the shareholders or members of that corporation in accordance with Sections 701 and 703(1) and (2), or pursuant to Section 407 by written consent and written notice, if required.

(ii) (Complete if organized upon a directorship basis)

of \_\_\_\_\_ in accordance with Section 703(3).

Sign this area for item 4(a).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Sign this area for items 4(b), 4(c), or 4(d).

Signed this 24<sup>TH</sup> day of August, 1995.

P.S.I., Engineered Systems, Inc.

(Name of Corporation)

By William J. Kelly

(Only signature of: President, Vice-President, Chairperson or Vice-Chairperson)

PRESIDENT

(Type or Print Name and Title)

Signed this 24<sup>TH</sup> day of August, 1995.

Clyde Corporation

(Name of Corporation)

By William J. Kelly

(Only signature of: President, Vice-President, Chairperson or Vice-Chairperson)

PRESIDENT

**TRADEMARK**

**REEL: 1830 FRAME: 0975**

AGREEMENT AND PLAN OF MERGER  
OF  
P.S.I. ENGINEERED SYSTEMS, INC.  
AND  
CLYDE CORPORATION

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THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") dated as of August 24, 1995, by and among P.S.I. ENGINEERED SYSTEMS, INC., a Michigan corporation ("ESI"), and CLYDE CORPORATION, a Michigan corporation ("Clyde") (ESI and Clyde are sometimes referred to herein as the "Constituent Corporations").

W I T N E S S E T H:

WHEREAS, ESI is a corporation organized and existing under the laws of the State of Michigan, with authorized capital stock consisting of 50,000 shares of common stock, \$1.00 par value ("ESI Common Stock"), of which 1,000 shares are issued and outstanding; and

WHEREAS, Clyde is a corporation organized and existing under the laws of the State of Michigan, with authorized capital stock consisting of 60,000 shares of common stock ("Clyde Common Stock"), of which 10,000 shares are issued and outstanding; and

WHEREAS, the Boards of Directors and Sole Shareholder of ESI and Clyde have approved this Plan of Merger and determined that it is advisable, desirable and in the best interests of ESI and Clyde that Clyde merge with and into ESI, and that ESI shall be the surviving corporation, in the manner and upon the terms and conditions hereinafter set forth and with the effects provided by and pursuant to the applicable provisions of the laws of the State of Michigan; and

WHEREAS, the Constituent Corporations intend that the merger become effective on August 31, 1995 at 11:59 p.m., Livonia, Michigan time.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed that Clyde be merged with and into ESI as follows:

1. (a) The Constituent Corporations shall, on August 31, 1995, at 11:59 p.m. Livonia, Michigan time (the "Effective Time"), be merged into a single corporation in accordance with the applicable provisions of the laws of the State of Michigan (the "Merger"), and Clyde shall merge with and into ESI, and ESI shall be the surviving corporation of the Merger (the "Surviving Corporation").

(b) The separate existence of Clyde shall cease at the Effective Time, and the existence of ESI shall continue unaffected and unimpaired by the Merger with all of the rights, privileges, immunities and powers and subject to all of the duties and liabilities of a corporation organized under the MBCA.

2. (a) Simultaneously with the Merger becoming effective, the Articles of Incorporation and Bylaws of ESI shall be and remain the Articles of Incorporation and Bylaws, respectively, of the Surviving Corporation, until altered, amended or repealed as therein provided or as provided by the MBCA.

(b) The directors and officers of ESI in office on the Effective Time shall constitute the Directors and Officers of the Surviving Corporation until their respective successors shall have been duly elected or appointed and qualified or until earlier death, resignation or removal. The directors and officers of Clyde shall be deemed to have resigned at the Effective Time.

3. The mode of carrying the Merger into effect and the manner and basis of converting the shares of each of the Constituent Corporations into shares, bonds or other securities of the Surviving Corporation or into cash or other consideration, or cancellation of such shares shall be as follows:

(a) Each share of Clyde Common Stock outstanding immediately before the Merger becomes effective shall, by virtue of the Merger and without any action by the holder thereof, be cancelled.

(b) Each share of ESI Common Stock issued and outstanding immediately before the Merger becomes effective shall, by virtue of the Merger and without any action by the holder thereof, continue to represent one share of common stock of the Surviving Corporation.

4. At and after the Effective Time, the Merger shall have the effects set forth in Section 724(1) of the MBCA.

5. Each of the Constituent Corporations shall take or cause to be taken all action, or do or cause to be done all things necessary, proper or advisable under the laws of the State of Michigan to consummate and make effective the Merger.

6. At any time before the Effective Time, the Merger may be abandoned by ESI and Clyde by action of their respective Boards of Directors.

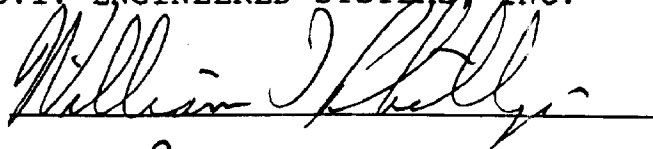
7. This Plan of Merger shall be governed by, and construed in accordance with, the internal laws of the State of Michigan.

8. This Plan of Merger may be executed in any number of counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger as of the date first above written.

P.S.I. ENGINEERED SYSTEMS, INC.

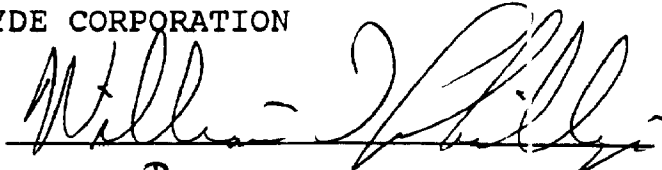
By



Its PRESIDENT

CLYDE CORPORATION

By



Its PRESIDENT

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