FOF(M PTO-1594 (Rev. 6-93)	REC(01 - 15	-1999	IEET	U.S DEPARTMENT OF COMMERCA Patent and Trademark Office
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To the Honorable Commission	oner of Pate	<u>10094</u>	2938	ned original	documents or copy thereof.
1. Name of conveying party(ies)):		2. Name and a	address of red	ceiving party(ies)
Colonial Rubber Wo	orks, Inc.		Name: M	.A. Hanr	na Company
			Internal Add	ress:	
☐ Individual(s) ☐ General Partnership EXCorporation-State ☐ Other			Street Address: 200 Public Square Suite 36-5000 City: Cleveland State: OH ZIP:44114- 2304 Individual(s) citizenship Association		
3. Nature of conveyance:			☐ Association ☐ General F	on Partnership	
			│ □ Limited P	artnership	
☐ Assignment☐ Security Agreement	⊠ Me □ Cha	rger ange of Name			Delaware
Other					d States, a domestic represetative designatio-
Execution Date: December 15, 1988			(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Use X No		
Application number(s) or pate	ent number(s):		Accomonantal manie(s) &	2001635(65) &	16572 140
, , ,		1	D Tradama	ule Danietusti	on No. (a)
A. Trademark Application No.(s)			B. Trademark Registration No.(s)		
			1,1	10,723	
	Ado	i ditional numbers at	tached? □ Yes ፟፟ No		
Name and address of party to whom correspondence concerning document should be mailed:			6. Total number of applications and registrations involved:		
Name: Ms. Deborah Jones, Day, Internal Address:	Reavis &	Pogue	7. Total fee (37	d	
,			☐ Authorize	ed to be char	ged to deposit account
Street Address: North I			8. Deposit acc	ount number:	
901 Lal	ceside Ave	enue	•	•	
City: <u>Cleveland</u> Sta 14/1999 DNGUYEN 00000263 1110723	ite: OH Z	IP: 44114	10-1202 [for a		ciency in fees] age if paying by deposit account)
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 Statement and signature. To the best of my knowledge the original document. 	and belief, the f	oregoing inform	nation is true and co	orrect and an	y attached copy is a true copy of
Deborah A. Satoran Deboral a. Satoran Jun 8 1991					
Name of Person Signing Signature Date					
Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to:					

REEL: 1839 FRAME: 0861

Qualification ಭ Incorporation Copy of Agreement and Plan of Reorganization dated 12/15/88 between Colonial Rubber Works, Inc

Day International Corporation Hanna Holdings Company

Hanac Corporation

M. A. Hanna Company

Colonial to Hanna Holdings; Hanna Holdings distributes Colonial's assets and liabilities whereby Colonial was merged into Day, bay distributes the assets and liabilities of

to Hanac; Hanac distributes Colonial's and liabilities to M. A. Hanna.

TRADEMARK REEL: 1839 FRAME: 0862

AGREEMENT AND PLAN OF REORGANIZATION

This Agreement and Plan of Reorganization, dated as of December 15, 1988, among Colonial Rubber Works, Inc., a Tennessee corporation ("Colonial"), Day International Corporation, a Michigan corporation ("Day"), Hanna Holdings Company, a Delaware corporation ("HHC"), Hanac Corporation, a Delaware corporation ("Hanac"), and M. A. Hanna Company, a Delaware corporation ("Hanna")

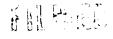
WITNESSETH

WHEREAS, Day owns all the issued and outstanding shares of Capital Stock of Colonial; and

WHEREAS, HHC owns all the issued and outstanding shares of Capital Stock of Day; and

WHEREAS, Hanac owns all the issued and outstanding shares of Capital Stock of HHC; and

WHEREAS, Hanna owns all the issued and outstanding shares of Capital Stock of Hanac; and



1

WHEREAS, Hanna desires to reorganize its subsidiary holdings to make its subsidiary, Colonial Rubber Works, Inc., into a division of Hanna in a transaction intended to qualify as a tax free reorganization pursuant to Sections 368 (a)(1)(A), 332, 334, and 381 of the Internal Revenue Code of 1986.

NOW THEREFORE, The parties agree as follows:

1. Merger of Colonial into Day. Pursuant to the provisions of Sections 48-21-104 & 107 of the Tennessee Business Corporation Act and pursuant to the provisions of Sections 21.200(711), et seq., of the Michigan Business Corporation Act, Day and Colonial shall adopt articles of merger for the purpose of merging Colonial into Day(the "Merger"). On the effective date of the Merger, all issued and outstanding shares of Capital Stock of Colonial shall be cancelled. Day, as the surviving corporation, shall continue unaffected and unimpaired by the Merger, and as the surviving corporation shall be governed by the laws of the state of Michigan and succeed to all rights, assets, liabilities and obligations of Colonial. separate existence and corporate organization of Colonial shall cease on the effective date of the Merger. After the effective date of the Merger, all authorized, issued and outstanding stock of Day shall be the authorized, issued and outstanding stock of the surviving corporation.



2

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the duly authorized representatives as of the date first above written.

COLONIAL RUBBER WORKS, INC.

BY Style J. Pyke Jr.

DAY INTERNATIONAL CORPORATION

BY Gondel Tours

HANNA HOLDINGS COMPANY

BY

HANAC CORPORATION

ву

M. A. HANNA COMPANY

BY Jourse James