

02-25-2000



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FORM PTO-1618A

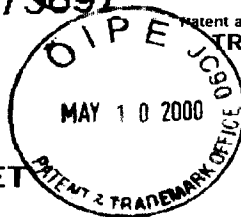
Expires 06/30/99

05-16-2000



101358422

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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  
Effective Date  
Month Day Year  
12-9-86
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Baumfolder Corporation

Execution Date  
Month Day Year  
12-9-86

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name Baumfolder Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1660 Campbell Road

Address (line 2) \_\_\_\_\_

Address (line 3) Sidney Shelby County, OHIO 45365

- 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 OHIO

02/24/2000 DMGUYEN 00000188 750500

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

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

BAUMFOLDER

TRADEMARK  
REEL: 002073 FRAME: 0931

**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) |                      |                      | Registration Number(s)                 |  |                                      |
|---------------------------------|----------------------|----------------------|--|--|--------------------------------------|
| <input type="text"/>            | <input type="text"/> | <input type="text"/> | <input type="text" value="1,340,111"/> | <input type="text" value="1,112,457"/> | <input type="text" value="750,500"/> |
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**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

for deficiency only

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.

Cecelia O. Davis

Name of Person Signing

Signature

2-22-00

Date Signed

BAUM F 85T

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY



**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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

Citizenship/State of Incorporation/Organization

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 the Assignment.)

**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)**

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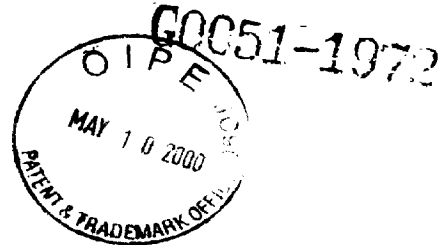


Department of State

# The State of Ohio

**Sherrod Brown**  
Secretary of State

689725



## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of           MER MIS          

\_\_\_\_\_ of

BAUMFOLDER CORPORATION

**United States of America**  
State of Ohio  
Office of the Secretary of State

Recorded on Roll 6051 at Frame 1973 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the  
City of Columbus, Ohio, this 12TH day of DEC,  
A.D. 1986.



*Sherrod Brown*  
**Sherrod Brown**  
Secretary of State

TRADEMARK  
REEL: 002073 FRAME: 0934

G51-1973

889725  
**APPROVED**  
 DB  
 12/12/86  
 Amount \$50.

AGREEMENT AND PLAN OF MERGER

This Agreement is made and entered into this 9th day of December, 1986, by and between BAUMFOLDER CORPORATION, an Illinois corporation, and BAUMFOLDER CORPORATION, an Ohio corporation.

WITNESSETH:

WHEREAS, the Board of Directors of Baumfolder Corporation, an Ohio corporation (the "Surviving Corporation"), and the Board of Directors of Baumfolder Corporation, an Illinois corporation (the "Merging Corporation"), deem it advisable for the general welfare of each corporation and their respective Shareholders that the Merging Corporation merge into the Surviving Corporation pursuant to this Agreement and pursuant to the applicable laws of the States of Illinois and Ohio; and

WHEREAS, the Surviving Corporation and the Merging Corporation desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code;

NOW, THEREFORE, each of the parties agree that the Merging Corporation shall be merged with and into Baumfolder Corporation, an Ohio corporation, as the Surviving Corporation in accordance with the applicable laws of the States of Illinois and Ohio; that the name of the Surviving Corporation shall continue to be Baumfolder Corporation; that the Surviving Corporation shall continue to be an Ohio corporation; and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

G-51-1974

1. State of Incorporation. The parties to this Agreement are Baumfolder Corporation, which is an Illinois Corporation, and Baumfolder Corporation, which is an Ohio Corporation.

2. Agreement to Merge. The parties hereto agree that Baumfolder Corporation, an Illinois corporation, shall merge with and into Baumfolder Corporation, an Ohio corporation, the Surviving Corporation, in accordance with the laws of the States of Illinois and Ohio.

3. Name of Surviving Corporation. The name of the Surviving Corporation shall continue to be Baumfolder Corporation. The Surviving Corporation shall continue to be an Ohio corporation.

4. Articles of Incorporation of Surviving Corporation. On the effective date of the merger, the Articles of Incorporation of Baumfolder Corporation, an Ohio corporation, as heretofore amended, and as amended by this Agreement, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.

5. Bylaws of Surviving Corporation. On the effective date of the merger, the Bylaws of Baumfolder Corporation, an Ohio corporation, as heretofore amended, shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended, repealed or until new Bylaws shall be adopted, in accordance with the provisions thereof.

6. Purpose of Surviving Corporation. The purpose for which the Surviving Corporation is formed and the nature of business to be transacted by it shall be as set forth in the Articles of Incorporation of Baumfolder Corporation, an Ohio corporation, as heretofore amended, on the effective date of the merger.

7. Directors and Officers of Surviving Corporation. The Board of Directors of the Surviving Corporation shall initially consist of three (3)

GSI-1975

directors, each of whom shall hold office until the annual meeting of the Shareholders of the Surviving Corporation to be held in 1987, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation or removal. The names of the three directors are as follows:

David E. Gunnell

Frank E. Borgsmiller

William J. Liddell

The officers of the Surviving Corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation or removal, and their respective offices are as follows:

| <u>Name</u>             | <u>Office</u>  |
|-------------------------|--|
| David E. Gunnell        | President - Chief Executive<br>Officer - Chairman of the Board |
| Frank E. Borgsmiller    | Vice President - Operations                                    |
| William J. Liddell      | Executive Vice President - Marketing                           |
| Michael E. Scott        | Vice President - Parts and Service                             |
| Kenneth C. Whitaker     | Vice President - Finance                                       |
| Rodney R. Blake, Jr.    | Secretary - General Counsel                                    |
| Frederick C. Smith, III | Treasurer  |
| Barry S. Kallman        | Vice President - Sales   |

The Surviving Corporation may have such other officers as shall be provided for in its Bylaws.

051-1976

8. Capital Stock of Surviving Corporation. On the effective date of the merger, the total shares of capital stock and the par value of the shares of the Surviving Corporation shall be as follows:

Two Thousand (2,000) shares of non-cumulative Preferred Stock of the par value of Five Hundred Dollars (\$500.00) each.

Two Thousand Five Hundred (2,500) shares of Class A common shares without par value.

The express terms of the shares of each class are as follows:

- (a) The holders of the Class A common shares shall possess all voting power for the election of directors and for all other purposes.
- (b) The holders of the Preferred Shares shall be entitled to receive, when and as declared by the Board of Directors of the corporation, non-cumulative dividends at the rate of Sixty Dollars (\$60.00) per share per annum and no more, payable annually, semi-annually, or quarterly, as the Board of Directors may from time to time determine. Dividends on the Preferred Shares shall not be cumulative but shall be declared and set apart or paid for any calendar year before such dividends for such year are declared and paid on the Class A common shares. Failure to declare and set apart or pay any dividend or dividends in the full amount of Sixty Dollars (\$60.00) per share on the Preferred Shares for any calendar year, although for such year there was a surplus available for dividends upon the Preferred Shares, shall not prevent payment of dividends upon the Class A common shares for any subsequent calendar year, if dividends upon the Preferred Shares in the amount of Sixty Dollars



G0051-1977

(\$60.00) per share are declared and set apart or paid for such subsequent calendar year.

(c) Upon any dissolution of the corporation, whether voluntary or involuntary, the holders of the outstanding Preferred Share shall be entitled to receive in cash the sum of Five Hundred Dollars (\$500.00) per share and the dividends, if any, declared thereon and unpaid to the date of distribution and no more before any payment shall be made or assets shall be distributed to the holders of Class A common shares. The consolidation or merger of the corporation with any other corporation or corporations or a sale of all or substantially all of the assets of the corporation shall not be considered a dissolution of the corporation within the meaning of these provisions.

(d) The Preferred Shares at any time outstanding may be redeemed by the corporation, in whole or in part, at any time or from time to time, at its election, by resolution of the directors upon not less than thirty days prior notice to the holders of record of the Preferred Shares to be redeemed, given as hereinafter provided, at Five Hundred Dollars (\$500.00) per share plus an amount equal to the accrued and unpaid dividends thereon to the redemption date. If less than all of the outstanding Preferred Shares are to be redeemed, the redemption may be made either by lot or pro rata or by such other equitable method as the directors in their discretion may determine. In case of partial redemption of Preferred Shares on a pro rata basis, fractional shares may be disregarded and the nearest

## G0051-1978

number of whole shares redeemed. Notice of such redemption, stating the number of shares to be redeemed, the redemption date, the redemption price, and the place of payment thereof, shall be given to the respective holders of the Preferred Shares to be redeemed, by mailing it, postage prepaid, to the holders at their respective addresses as shown on the books of the corporation. The notice shall be so mailed not less than thirty and not more than sixty days prior to the redemption date. If the notice of redemption shall have been duly given, and if on or before the redemption date specified in the notice all funds necessary for the redemption shall have been set aside so as to be available therefore, then notwithstanding that any certificate for Preferred Shares so called for redemption shall not have been surrendered for cancellation, the shares represented thereby shall no longer be deemed outstanding, the right to receive dividends thereon shall cease to accrue from and after the date of redemption, and all rights with respect to the Preferred Shares so called for redemption shall terminate on the redemption date, except only the right of the holders thereof to receive the amount payable upon redemption, but without interest.

- (e) Subject to the provisions and limitations herein contained, the directors shall have full power and authority to prescribe the manner in which and the terms and conditions upon which Preferred Shares shall be redeemed.

G0051-1979

- (f) The corporation by its directors shall have the right to purchase Preferred Shares for the purpose of or in anticipation of redemption at a price not in excess of the redemption price thereof.

9. Conversion of Outstanding Shares on Merger. Upon the effective date of the merger, the manner and basis of converting the Preferred Stock and Common Stock of the Merging Corporation into the Preferred and Common Stock of the Surviving Corporation and the manner and basis of retiring the shares of the Surviving Corporation now owned by the Merging Corporation shall be as follows:

- (a) Each of the 997 outstanding shares of Preferred Stock of Baumfolder Corporation, an Illinois corporation, shall be exchanged for a share of Preferred Stock of Baumfolder Corporation, an Ohio corporation, the Surviving Corporation. Each holder of Preferred Stock of Baumfolder Corporation, an Illinois corporation, shall be entitled, upon surrender of the certificate or certificates of Preferred Shares of Baumfolder Corporation, an Illinois corporation, at the office of the Surviving Corporation, properly endorsed for transfer, to receive in exchange a certificate or certificates for the number of shares of Preferred Stock in the Surviving Corporation equal to the number of Preferred Shares of Stock represented by the surrendered certificate or certificates. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented shares of Preferred Stock of the Merging Corporation shall be deemed for all purposes to evidence only the ownership of the same number of shares of Preferred Stock of the Surviving Corporation.

G0051-1580

(b) Each of the 1399 outstanding shares of Class A Common Stock of Baumfolder Corporation, an Illinois corporation, shall be exchanged for a share of Class A Common Stock of Baumfolder Corporation, an Ohio corporation, the Surviving Corporation. Each holder of Class A Common Stock of Baumfolder Corporation, an Illinois corporation, shall be entitled, upon surrender of the certificate or certificates of Class A Common Shares of Baumfolder Corporation, an Illinois corporation, at the office of the Surviving Corporation, properly endorsed for transfer, to receive in exchange a certificate or certificates for the number of shares of Class A Common Stock in the Surviving Corporation equal to the number of Class A Common Shares of Stock represented by the surrendered certificate or certificates. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented shares of Class A Common Stock of the Merging Corporation shall be deemed for all purposes to evidence only the ownership of the same number of shares of Class A Common Stock of the Surviving Corporation.

10. Principal Office of Surviving Corporation. The location of the principal office of the Surviving Corporation shall be 1660 Campbell Road, Sidney, Shelby County, Ohio 45365.

11. Statutory Agent. Rodney R. Blake, Jr., 126 North Main Avenue, Sidney, Ohio 45365, is hereby appointed statutory agent for the Surviving Corporation upon which any process, notice or demand against the Surviving Corporation or the Merging Corporation may be served.

G0051-198†

12. Effect of Merger. On the effective date of the merger, Baumfolder Corporation, an Ohio corporation, and Baumfolder Corporation, an Illinois corporation, shall cease to exist separately, and Baumfolder Corporation, an Illinois corporation, shall be merged with and into Baumfolder Corporation, an Ohio corporation, in accordance with the provisions of this Agreement and in accordance with the provisions of and with the effect provided in Article 11 of the Illinois Business Corporation Act of 1983 and Sections 1701.79, 1701.81, and 1701.82 of the Ohio Revised Code. On the effective date of the merger the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate, whether 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; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent

G0051-1982

Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

13. Further Instruments. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, the Merging Corporation will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Agreement.

14. Right to Abandon Merger. The Board of Directors of each party to this Agreement shall have the power in its discretion to abandon the merger provided for herein at any time prior to the effective date of the merger.

15. Consent. The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders of the Merging Corporation, if any, the amount, if any, to which they shall be entitled under the provisions of the Illinois Business Corporation Act of 1983 with respect to the rights of dissenting shareholders. The Surviving Corporation consents to be sued and served with process in Illinois, and irrevocably appoints the Illinois Secretary of State as its agent to accept service of process in any proceeding in the State of Illinois to enforce against the Surviving Corporation any rights as set forth in §11.35(b)(1) of the Illinois Business Corporation Act of 1983.

16. Filing. The President and Secretary of the respective parties shall execute and deliver Articles of Merger to the Illinois Secretary of State and a Certificate of Merger to the Ohio Secretary of State for the purpose of

# G0051-1983

effectuating this Agreement and Plan of Merger. A true and correct copy hereof shall be filed with the Illinois Secretary of State as part of the Articles of Merger.

17. Effective Date. This Agreement shall become effective on the date of the issuance of a Certificate of Merger by the Illinois Secretary of State.

IN WITNESS WHEREOF, the parties have signed this Agreement and Plan of Merger on the date first above written.

BAUMFOLDER CORPORATION, an  
Illinois Corporation

By: David E. Gunnell - President  
David E. Gunnell, President

Attest: Rodney R. Blake, Jr.  
Rodney R. Blake, Jr.,  
Secretary

BAUMFOLDER CORPORATION, an  
Ohio Corporation

By: David E. Gunnell - President  
David E. Gunnell, President

Attest: Rodney R. Blake, Jr.  
Rodney R. Blake, Jr.,  
Secretary

A/N45

CERTIFICATE OF MERGER


G0051-1984

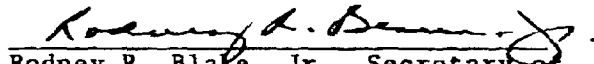
A. Baumfolder Corporation, an Illinois Corporation.

The undersigned as President and Secretary of Baumfolder Corporation, an Illinois corporation, hereby certify as follows:

Attached hereto is a true and correct executed counterpart of an Agreement and Plan of Merger ("Plan") made and entered into on <sup>December</sup> ~~November~~ 9, 1986. This Plan was approved by unanimous written consent of the Board of Directors of Baumfolder Corporation, an Illinois corporation, pursuant to the authority of Section 8.45 of the Illinois Business Corporation Act of 1983 on <sup>December</sup> ~~November~~ 9, 1986, and was thereupon submitted to and approved by unanimous written consent of the shareholders of Baumfolder Corporation, an Illinois corporation, pursuant to the authority of Section 7.10 of the Illinois Business Corporation Act of 1983 on <sup>December</sup> ~~November~~ 9, 1986.

Dated: <sup>DECEMBER</sup> ~~November~~ 9, 1986

  
David E. Gunnell, President of  
Baumfolder Corporation, an  
Illinois Corporation

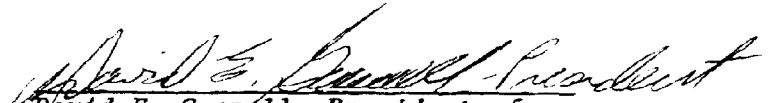
  
Rodney R. Blake, Jr., Secretary of  
Baumfolder Corporation, an  
Illinois Corporation

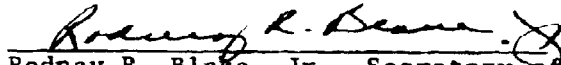
B. Baumfolder Corporation, an Ohio Corporation.

The undersigned as President and Secretary of Baumfolder Corporation, an Ohio corporation, hereby certify as follows:

Attached hereto is a true and correct executed counterpart of an Agreement and Plan of Merger ("Plan") made and entered into on <sup>December</sup> ~~November~~ 9, 1986. This Plan was approved by unanimous written consent of the Board of Directors of Baumfolder Corporation, an Ohio corporation, pursuant to the authority of Section 1701.54 of the Ohio Revised Code on <sup>December</sup> ~~November~~ 9, 1986, and was thereupon submitted to and approved by unanimous written consent of the Shareholders of Baumfolder Corporation, an Ohio corporation, pursuant to the authority of Section 1701.54 of the Ohio Revised Code on <sup>December</sup> ~~November~~ 9, 1986.

Dated: <sup>DECEMBER</sup> ~~November~~ 9, 1986

  
David E. Gunnell, President of  
Baumfolder Corporation, an  
Ohio Corporation

  
Rodney R. Blake, Jr., Secretary of  
Baumfolder Corporation, an  
Ohio Corporation

C/N33