

08-01-2000

NLY

814-6662

Tab settings 000 Y

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

7-10-00

Balston Inc.



101419599

7-10

and address of receiving party(ies)

Name: Whatman, Inc.

Internal Address: 703 Massachusetts Ave.,

Street Address: Lexington, MA 02173

City: State: ZIP:

- Individual(s)
- General Partnership
- Corporation-State
- Other Massachusetts corporation

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: December 31, 1994

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,837,718

Additional numbers attached?  Yes  No

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

Name: H. John Campaign

Internal Address: Graham, Campaign P.C.

Suite 1300

Street Address: 36 West 44th Street

City: NY State: NY ZIP: 10036-8178

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.

H. John Campaign

Name of Person Signing

*H. John Campaign*  
Signature

June 7, 2000

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

07/31/2000 DNGUYEN 00000313 1837718

01 FC:481

40.00 OP

TRADEMARK  
REEL: 002112 FRAME: 0042

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made this 23<sup>rd</sup> day of December, 1994, by and among Balston, Inc., a Massachusetts corporation ("Balston"), Whatman Inc., a Delaware corporation ("Whatman") and Whatman Specialty Products, Inc., a Delaware corporation ("Products"); Balston, Whatman and Products are herein sometimes collectively referred to as "Constituent Corporations".

FIRST: MERGER OF CONSTITUENT CORPORATIONS

Upon the Effective date (as hereinafter defined) of the merger (the "Merger"), Whatman and Products shall be merged with and into Balston and, thereafter, the separate existence of Whatman and Products shall cease and Balston shall continue in existence and survive the Merger as the surviving corporation under the laws of the Commonwealth of Massachusetts (Balston is hereinafter sometimes referred to as the "Surviving Corporation").

The purpose of the surviving corporation is the manufacture and sale of filtration products of all kinds and all such other lawful activities as may be conducted by a corporation incorporated under the laws of the Commonwealth of Massachusetts.

SECOND: ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

2.1 Except as set forth in Section 2.2 herein, the Articles of Incorporation of Balston, as in effect on the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation, until hereafter altered, amended or repealed in accordance with applicable law.

2.2 On the effective date of the Merger, the Articles of Incorporation of the Surviving Corporation are to be amended as follows:

Article 1 of the Articles of Incorporation is amended and restated in its entirety to read as follows: "The name by which the corporation shall be known is: Whatman Inc."

2.3 The Bylaws of Balston, as in effect on the Effective Date, shall be the Bylaws of the Surviving Corporation, until thereafter altered, amended or repealed as therein provided.

**THIRD: OFFICERS AND DIRECTORS OF SURVIVING CORPORATION**

3.1 The Officers and Directors of Balston on the Effective Date shall be the Officers and Directors of the Surviving Corporation and shall hold office until the next Annual Meeting of the Shareholders of the Surviving Corporation and until their successors are duly elected and qualified.

**FOURTH: CONVERSION OF SHARES OF STOCK**

4.1 The Surviving Corporation is authorized to issue 7,500 shares of Common Stock, without par value. Upon the Effective Date of the Merger, each then issued and outstanding share, and each share then held in the treasury, of the stock of Balston will be and continue to be an issued and outstanding share, or a treasury share, as the case may be, of the stock of the Surviving Corporation.

4.2 Upon the Effective Date of the Merger, each then issued and outstanding share, and each share then held in the treasury, of the stock of Whatman will, by virtue of the Merger and without any action on the part of any holder thereof, be cancelled without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto and the former holders of shares of Whatman shall receive no cash, rights, securities or other property in exchange therefor.

4.3 Upon the Effective Date of the Merger, each then issued and outstanding share, and each share then held in the treasury, of the stock of Products will, by virtue of the Merger and without any action on the part of any holder thereof, be cancelled without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto and the former holders of shares of Products shall receive no cash, rights, securities or other property in exchange therefor.

**FIFTH: EFFECT OF MERGER**

5.1 Upon the Effective Date:

5.1.1 The Surviving Corporation shall, without further act or deed, succeed to and possess all of the rights, privileges, powers and franchises, both of a public and private nature, and shall be subject to all of the debts, liabilities and duties of each of the Constituent Corporations.

5.1.2 All and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, tangible and intangible, of and all debts due or belonging to each of the Constituent Corporations on any account whatsoever shall be vested in the Surviving Corporation.

5.1.3 All property rights, privileges, powers and franchises, and all and every other interest shall be as effectually the property of the Surviving Corporation as they were of each of the Constituent Corporations.

5.1.4 The titles to any real estate and to any other property vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger or the statutes providing therefor; provided, that all rights of creditors and all liens upon the property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such lien, as of the Effective Date, and all debts, liabilities, restrictions, and duties of each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be prosecuted to judgment and enforced against it to the same extent as if they had been incurred or contracted by the Surviving Corporation.

5.2 From and after the Effective Date, each of the Constituent Corporations shall execute or cause to be executed such further assignments, assurances or other documents as the Surviving Corporation may determine to be necessary or desirable to confirm title to their respective properties, access and rights in the Surviving Corporation or to otherwise carry out the purposes of this Agreement, and their respective officers and Directors shall and will do all such acts and things to accomplish those purposes which the Surviving Corporation may reasonably request.

SIXTH: ADOPTION AND EFFECTIVE DATE OF MERGER

6.1 This Agreement and Plan of Merger has been submitted to and approved by the sole shareholders of Balston, Whatman and Products. Accordingly, Articles of Merger setting forth this Agreement shall be prepared and filed with the Office of the Secretary of the Commonwealth of Massachusetts and a Certificate of Merger shall be prepared and filed with the Secretary of State of State of Delaware.

6.2 The Merger provided for by this Agreement shall become effective (herein called "Effective Date") on December 31, 1994.

SEVENTH: TERMINATION OF MERGER

7.1 This Agreement may be terminated and the Merger provided for herein abandoned by any time prior to the Effective Date of the Merger by action of the Board

of Directors or the Sole Shareholder of Balston, Whatman and Products.

7.2 If this Agreement is terminated and the Merger contemplated hereby abandoned as provided in Section 7.1, this Agreement shall become void and of no effect, and there shall be no liability on the part of any Constituent Corporation or its respective Directors, officers or shareholders.

**EIGHTH: BINDING AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

**NINTH: SERVICE OF PROCESS**

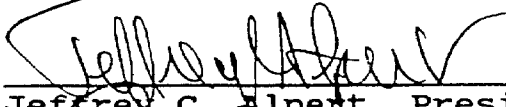
Balston agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Whatman or Products as well as for the enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of Title 8 of the Delaware Code; and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is Whatman Inc., 703 Massachusetts Avenue, Box C, Lexington, MA 02173 until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of the State of Delaware shall forthwith send by registered mail to Whatman Inc. at the above address.

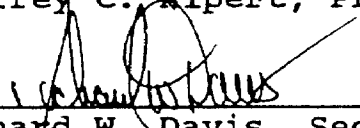
**TENTH: MISCELLANEOUS**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the Constituent Corporations pursuant to the approval and authority duly given by resolution adopted by their respective boards of directors have caused these presents to be executed by the President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said Corporations, as of the day and year first above written.

BALSTON, INC.  
(A Massachusetts corporation)

By:   
Jeffrey C. Alpert, President

Attest:   
Richard W. Davis, Secretary

WHATMAN INC.  
(A Delaware corporation)

By: \_\_\_\_\_  
Lewis L. Metts, President

Attest: \_\_\_\_\_  
Carol M. Mueller, Assistant Secretary

WHATMAN SPECIALTY PRODUCTS, INC.  
(A Delaware corporation)

By: \_\_\_\_\_  
Lewis L. Metts, President

Attest: \_\_\_\_\_  
Carol M. Mueller, Assistant Secretary

IN WITNESS WHEREOF, the Constituent Corporations pursuant to the approval and authority duly given by resolution adopted by their respective boards of directors have caused these presents to be executed by the President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said Corporations, as of the day and year first above written.

BALSTON, INC.  
(A Massachusetts corporation)

By: \_\_\_\_\_  
Jeffrey C. Alpert, President

Attest: \_\_\_\_\_  
Richard W. Davis, Secretary

WHATMAN INC.  
(A Delaware corporation)

By:   
Lewis L. Metts, President

Attest:   
Carol M. Mueller, Assistant Secretary


WHATMAN SPECIALTY PRODUCTS, INC.  
(A Delaware corporation)

By:   
Lewis L. Metts, President

Attest:   
Carol M. Mueller, Assistant Secretary

I, Richard W. Davis, Secretary of BALSTON, INC., a corporation organized and existing under the laws of the State of Massachusetts, hereby certify, as such secretary, that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of WHATMAN INC., a Delaware corporation and WHATMAN SPECIALTY PRODUCTS, INC., a Delaware corporation, was duly adopted pursuant to Chapter 156B, Section 43 of the Massachusetts Business Corporation Law, by the written consent of the sole stockholder, which Agreement and Plan of Merger was thereby adopted as the act of the stockholder of said BALSTON, INC., and the duly adopted agreement and act of said corporation.

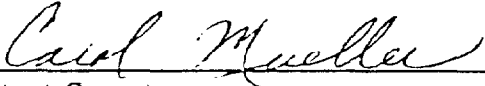
WITNESS my hand on this 23<sup>rd</sup> day of December, 1994.

  
\_\_\_\_\_  
Secretary




I, Carol M. Mueller, Assistant Secretary of WHATMAN INC., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such assistant secretary, that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of BALSTON, INC., a Massachusetts corporation and WHATMAN SPECIALTY PRODUCTS, INC., a Delaware corporation was duly adopted pursuant to section 228 of the General Corporation Law of Delaware, by the written consent of the sole stockholder, which Agreement and Plan of Merger was thereby adopted as the act of the stockholder of said WHATMAN INC., and the duly adopted agreement and act of said corporation.

WITNESS my hand on this 23<sup>rd</sup> day of December, 1994.

  
\_\_\_\_\_  
Assistant Secretary

I, Carol M. Mueller, Assistant Secretary of WHATMAN SPECIALTY PRODUCTS, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such assistant secretary, that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of BALSTON, INC., a Massachusetts corporation and WHATMAN INC., a Delaware Corporation was duly adopted pursuant to section 228 of the General Corporation Law of Delaware, by the written consent of the sole stockholder, which Agreement and Plan of Merger was thereby adopted as the act of the stockholder of said WHATMAN SPECIALTY PRODUCTS, INC., and the duly adopted agreement and act of said corporation.

WITNESS my hand on this 23<sup>rd</sup> day of December, 1994.

  
\_\_\_\_\_  
Assistant Secretary