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10-03-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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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
- Merger
Effective Date
Month Day Year
05 31 94
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Metal Cutting Tools Corp

05 31 94

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Greenfield Industries, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 470 Old Evans Road

Address (line 2) _____

Address (line 3) Evans Georgia/USA 30809
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

10/02/2000 NTHAI1 00000250 110508 402731

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Mail documents to be recorded with required cover sheet(s) information to:
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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)

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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)

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

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:

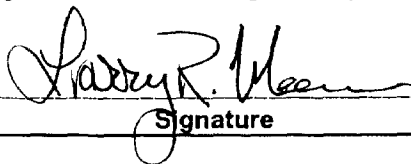
Yes

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.

Larry R. Meenan
Name of Person Signing


Signature

7/25/00
Date Signed

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"METAL CUTTING TOOLS CORP.", A DELAWARE CORPORATION, WITH AND INTO "GREENFIELD INDUSTRIES, INC." UNDER THE NAME OF "GREENFIELD INDUSTRIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF JULY, A.D. 1994, AT 9 O'CLOCK A.M.

2089387 8100M

001369340



Edward J. Freel

Edward J. Freel, Secretary of State

0572789

AUTHENTICATION:

07-21-00

DATE:

CERTIFICATE OF OWNERSHIP AND MERGER

Merging

METAL CUTTING TOOLS CORP.

into

GREENFIELD INDUSTRIES, INC.

Pursuant to Section 253 of the General Corporation
Law of the State of Delaware

Greenfield Industries, Inc. (the "Corporation"), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law") DOES HEREBY CERTIFY:

FIRST: That this Corporation owns of record one hundred percent (100%) of the issued and outstanding shares of the common stock, \$0.01 par value per share (the "Common Stock"), of Metal Cutting Tools Corp. ("Metcut"), a Delaware corporation incorporated pursuant to the General Corporation Law of the State of Delaware and having no class of stock outstanding other than said Common Stock.

SECOND: That this Corporation, by the following resolutions of its board of directors, duly adopted by the vote of the members thereof at the meeting of the board of directors held on May 4, 1994 determined to, effective upon the filing of this Certificate and Ownership of Merger with the Secretary of State of the State of Delaware, merge Metcut into itself:

WHEREAS, this Corporation is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of Common Stock, \$0.01 par value per share ("Common Stock"), of Metal Cutting Tools Corp. ("Metcut"), a Delaware corporation; and

WHEREAS, said Common Stock is the only issued and outstanding class of stock of Metcut; and

WHEREAS, this Corporation desires to merge Metcut into itself pursuant to the provisions of Section 253 of the General Corporation Law of the State

of Delaware (the "Delaware General Corporation Law");

NOW, THEREFORE, BE IT RESOLVED, that effective upon the filing of an appropriate Certificate of Ownership and Merger embodying these resolutions with the Delaware Secretary of State (such time is hereinafter referred to as the "Effective Time"), this Corporation merge, and it hereby does merge, Metcut into itself and assumes all of the liabilities and obligations of Metcut.

RESOLVED, that the terms and conditions of the merger are as follows: Metcut will merge with and into the Corporation (the "Merger") pursuant to Section 253 of the Delaware General Corporation Law. The separate corporate existence of Metcut shall thereupon cease and the separate corporate existence of the Corporation, the surviving corporation of the Merger (the "Surviving Corporation"), with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger.

RESOLVED, that at the Effective Time, the Surviving Corporation shall succeed to and possess all the rights, privileges, immunities, powers and purposes of each of the constituent corporations, and all the property, real and personal, including subscriptions for shares, causes of action and every other asset of each of the constituent corporations, shall vest in such Surviving Corporation without further act or deed, except that if the Surviving Corporation shall at any time deem it desirable that any further assignment or assurance shall be given to fully accomplish the purposes of this Merger, the directors and officers of either constituent corporation shall do all things necessary, including the execution of any and all relevant documents, to properly effectuate the Merger; and the Surviving Corporation shall assume and be liable for all the liabilities, obligations and penalties of each of the constituent corporations. No liability or obligation due or to become due, claim or demand for any cause existing against any such corporation, or any shareholder, officer or director thereof, shall be released or impaired by such Merger. No action or proceeding, whether civil or criminal, then pending by or against any such constituent

corporation, or any shareholder, officer or director thereof, shall abate or be discontinued by such Merger, but may be enforced, prosecuted, settled or compromised as if such Merger had not occurred, as such Surviving Corporation may be substituted in such action or special proceeding in place of any constituent corporation.

RESOLVED, that at the Effective Time, each share of Common Stock of Metcut issued and outstanding immediately prior to the Effective Time shall be virtue of the Merger be cancelled, retired and extinguished.


RESOLVED, that each share of common stock, par value \$0.01 per share, of the Corporation outstanding at the Effective Time shall remain outstanding.

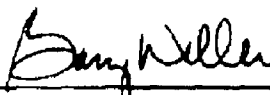
RESOLVED, that the President and Chief Executive Officer and the Senior Vice President and Chief Financial Officer and Secretary of this Corporation be and each hereby is authorized to execute and deliver any and all instruments and other documents (including, without limitation, a Certificate of Ownership and Merger setting forth a copy of these resolutions providing for the merger of Metcut into this Corporation), in such form as the persons executing or delivering the same shall approve, such execution and delivery to constitute conclusive evidence of such approval, and to do all acts and things, whatsoever, whether within or without the State of Delaware, which may be in any way necessary or appropriate to effect said merger.

RESOLVED, that the proper officers of this Corporation be, and each hereby is, authorized to take such further actions and to execute all such further instruments and documents in the name of and on behalf of the Corporation and under its corporate seal and otherwise, and to pay all such costs and expenses as shall be necessary or appropriate to accomplish the purposes of the foregoing resolutions.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed on its behalf as of the 31 day of May, 1994.

GREENFIELD INDUSTRIES, INC.

By: 
Name: Paul W. Jones
Title: President and Chief
Executive Officer

Attest: By: 
Name: Gary L. Weller
Title: Senior Vice President
Chief Financial Officer
and Secretary