

03-12-2001



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Submission Type 2-23-01

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKATA

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 Assignment.)

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TRADEMARK
REEL: 002247 FRAME: 0976

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

(414) 277-5615

Name

Robert L. Titley

Address (line 1)

Quarles & Brady, LLP

Address (line 2)

411 East Wisconsin Avenue

Address (line 3)

Milwaukee, WI 53202

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

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)

Three empty boxes for Trademark Application Number(s).

Registration Number(s) boxes containing: 715,076; 1,883,379; and an empty box.

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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:

#

17-0055

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.

Robert L. Titley

Name of Person Signing

R. L. Titley
Signature

February 19, 2001

Date Signed

RECEIVED

APR 30 1999

**WISCONSIN
DFI**

**ARTICLES OF MERGER OF
CALTERM, INC.
WITH AND INTO
APW TOOLS AND SUPPLIES, INC.**

The undersigned corporations, pursuant to Section 180.1105 of the Wisconsin Business Corporation Law and Section 92A.200 of the Nevada Revised Statutes, for the purpose of merging Calterm, Inc. ("Calterm"), a Nevada corporation which is governed by the laws of the State of Nevada, into APW Tools and Supplies, Inc. ("APW"), a Wisconsin corporation which is governed by the laws of the State of Wisconsin and which is the surviving corporation in such merger, hereby execute the following Articles of Merger:

1. A plan of merger has been adopted by Calterm and APW. The plan of merger is set forth in the Plan of Merger attached hereto as Exhibit A, which is made a part hereof.
2. The Plan of Merger was adopted by the Board of Directors of Calterm and approved by the unanimous written consent of the sole stockholder of Calterm in accordance with Section 92A.120 of the Nevada Revised Statutes.
3. The Plan of Merger was adopted by the Board of Directors of APW and approved by the unanimous written consent of the sole shareholder of APW in accordance with Section 180.1103 of the Wisconsin Business Corporation Law.

EXHIBIT A

**PLAN OF MERGER OF
CALTERM, INC.
WITH AND INTO
APW TOOLS AND SUPPLIES, INC.**

THIS PLAN OF MERGER is made and entered into this 26 day of April, 1999 by and between Calterm, Inc., a Nevada corporation which is governed by the law of Nevada and whose address is 6101 North Baker Road, Milwaukee, Wisconsin 53209 ("Calterm"), and APW Tools and Supplies, Inc., a Wisconsin corporation which is governed by the laws of the State of Wisconsin and whose address is 6101 North Baker Road, Milwaukee, Wisconsin 53209 ("APW"), both of said corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations".

RECITALS:

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and generally to the advantage and welfare of each of the Constituent Corporations and their common sole shareholder that Calterm be merged with and into APW on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the laws of the State of Nevada and the State of Wisconsin;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Calterm shall be merged with and into APW (the "Merger"), and that the terms and conditions of the Merger, the mode of carrying the same into effect and such other matters as are required or permitted to be set forth in the case of a merger pursuant to the laws of the State of Nevada and the State of Wisconsin are as follows:

ARTICLE I

Merger

At the Effective Time of the Merger (as hereinafter defined), Calterm and APW shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Nevada and the State of Wisconsin, by Calterm merging with and into APW, which shall be the surviving corporation (the "Surviving Corporation").

ARTICLE II

Effective Time

The Effective Time of the Merger is hereby designated as 11:59 p.m. CDT May 2, 1999.

ARTICLE III

Conversion and Exchange of Shares

The manner of converting the shares of each of the Constituent Corporations shall be as follows:

- (a) At the Effective Time of the Merger, each share of Common Stock of Calterm then issued and outstanding shall without any action on the part of the holder thereof be converted into 1.935511874 shares of stock of the Surviving Corporation.
- (b) At the Effective Time of the Merger, each share of Common Stock of APW then issued and outstanding shall remain one share of Common Stock of the Surviving Corporation.
- (c) No fractional shares of APW Common Stock shall be issued and any fractional share to which any shareholder would otherwise be entitled shall be rounded off to the nearest whole share.

ARTICLE IV

**Articles of Incorporation; Bylaws;
Directors and Officers**

4.1 The Articles of Incorporation and Bylaws of APW, as in effect immediately prior to the Effective Time of the Merger, shall remain the Articles of Incorporation and Bylaws of the Surviving Corporation until amended in accordance with law.

4.2 The duly qualified and acting directors and officers of APW immediately prior to the Effective Time of the Merger shall remain the directors and officers of the Surviving Corporation, to hold offices as provided in the Bylaws of the Surviving Corporation.

ARTICLE V

Effect of Merger

The effect of the Merger shall be as provided in Section 180.1106 of the Wisconsin Business Corporation Law.

ARTICLE VI

Shareholder Approval

6.1 This Plan of Merger shall be submitted for the approval of the common sole shareholder of the Constituent Corporations, Applied Power Inc., as provided by the applicable laws of the State of Nevada and the State of Wisconsin.

6.2 If this Plan of Merger is duly adopted by the required vote of such shareholder and the Merger is not abandoned, Articles of Merger setting forth this Plan of Merger shall be executed and acknowledged in compliance with the provisions of applicable law and shall be filed with the Wisconsin Department of Financial Institutions and the Office of the Secretary of State of Nevada, at such time as may be deemed appropriate by the officers of APW.

ARTICLE VII

Termination and Abandonment

At any time prior to the Effective Time of the Merger, this Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations. In the event of such termination and abandonment of this Plan, this Plan shall become void and of no effect.

ARTICLE VIII

Miscellaneous

8.1 The Surviving Corporation shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger.

8.2 If at any time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest or to perfect or to confirm of record in the Surviving Corporation the title to any property or rights of Calterm,

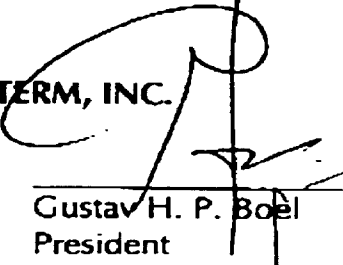
or otherwise to carry out the provisions hereof, the proper officers and directors of Calterm as of the Effective Time of the Merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the provisions of this Plan of Merger.

8.3 The Constituent Corporations intend this Plan of Merger to be a Plan of Reorganization within the meaning of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, this Plan of Merger has been signed on behalf of both of the Constituent Corporations by a duly authorized officer all as of the date and year first above written.

CALTERM, INC.

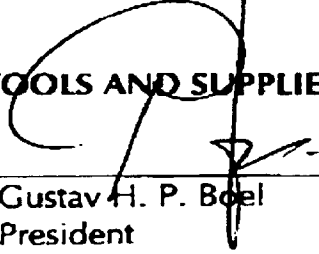
By:



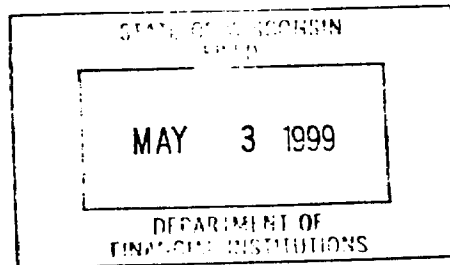
Gustav H. P. Boel
President

APW TOOLS AND SUPPLIES, INC.

By:



Gustav H. P. Boel
President



STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)

Personally appeared before me this *26th* day of April, 1999, the above named Gustav H. P. Boel to me known to be the President of Calterm, Inc., a Nevada corporation, and APW Tools and Supplies, Inc., a Wisconsin corporation, and who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

Arthur J. Knapp
Notary Public, State of Wisconsin
My Commission: *5/20/2001*

This document was drafted by:
Thomas J. Phillips, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202-4497

