

03-28-2001



101650886

Attorney Docket No.: 7512-00

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Teknion Inc.

3.13.01

2. Name and address of receiving party(ies):

Teknion LLC
901 Lincoln Drive West
Marlton, NJ 08053

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: February 27, 2001

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: Limited Liability Corporation - Delaware

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

- 75/767,474 - KORATO
- 75/767,801 - MODENA
- 75/767,477 - VOLTERRA
- 75/768,071 - UMBRIA
- 75/767,425 - GALATINA

B. Trademark Registration No.(s):



03-13-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #01

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

Joel S. Goldhammer
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square
2005 Market Street, 22nd Floor
Philadelphia, PA 19103-7086
Telephone: 215-965-1260
Facsimile: 215-965-1210
E-Mail: jgoldhammer@akingump.com

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41) Cal. 5 x \$40.00 = \$ 200.00
_____ x \$25.00 = \$

Check enclosed

8. Deposit account number: 50-1017

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.

Joel S. Goldhammer, 22,130

Name of Person

Joel S. Goldhammer

Signing Signature

3-9-0

Date

03/27/2001 JJALLAH2 00000031 75767474

Total number of pages including cover sheet, attachment and document: [13]

01 FC: 481 40.00 OP
02 FC: 482 100.00 OP

RepIn: Ref: 03/27/2001 JJALLAH2 0013511900
DAH: 501017 Name Number: 75767474 \$60.00 CR
FC: 704

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TEKNION INC.", A NEW JERSEY CORPORATION,

WITH AND INTO "TEKNION LLC" UNDER THE NAME OF "TEKNION LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF MARCH, A.D. 2001, AT 10:30 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3358902 8100M

AUTHENTICATION: 0998087

010102656

DATE: 03-01-01

TRADEMARK
REEL: 002259 FRAME: 0626

MAR-01-2001 10:52

PEPPER HAMILTON, LLP

STATE OF DELAWARE 8-02
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:30 AM 03/01/2001
010102656 - 3358902

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
TEKNION INC.
INTO
TEKNION LLC**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, Teknion LLC hereby certifies:

FIRST: The names and jurisdictions of formation or organization of each of the merging entities are:

- (1) Teknion LLC, a Delaware limited liability company; and
- (2) Teknion Inc., a New Jersey business corporation.

SECOND: An agreement of merger ("Agreement of Merger") has been approved, executed and acknowledged by each of the merging entities.

THIRD: The name of the surviving Delaware limited liability company is Teknion LLC.

FOURTH: The Agreement of Merger is on file at 901 Lincoln Drive West, Marlton, New Jersey 08053, the place of business of the surviving limited liability company.

FIFTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of any constituent limited liability company or shareholder of any constituent corporation.

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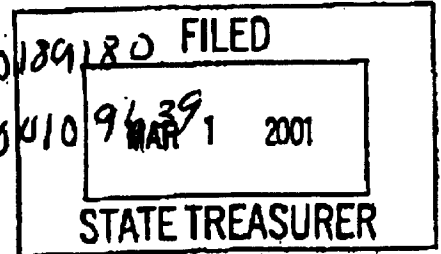
IN WITNESS WHEREOF, Teknion LLC has caused this certificate to be signed by Robert F. Henry, its Senior Vice President, this 27th day of February 2001.

TEKNION LLC

By: 
Name: Robert F. Henry
Title: Senior Vice President

CERTIFICATE OF MERGER

OF
TEKNION, INC. - 0100189180
AND
TEKNION LLC - 0600109139



M R G

To the Secretary of State
of the State of New Jersey

Pursuant to the provisions of Section 14A:10-14 of the New Jersey Business Corporation Act and Section 42:2B-20 of the New Jersey Limited Liability Company Act, it is hereby certified that:

1. The names of the merging corporations are Teknion, Inc., which is a business corporation organized under the laws of the State of New Jersey, and Teknion LLC, which is a limited liability company organized under the laws of the State of Delaware.
2. Annexed hereto as Exhibit A is the Agreement and Plan of Merger for merging Teknion, Inc. with and into Teknion LLC as approved by the Board of Directors of Teknion, Inc. and the members of Teknion LLC.
3. The number of shares of Teknion, Inc. which were entitled to vote at the time of the approval of the Agreement and Plan of Merger by its shareholders is 1,000, all of which are of one class. The number of the aforesaid shares which were voted for the Agreement and Plan of Merger is 1,000, and the number of said shares which were voted against the same is -0-. The date of said vote and approval was February 27, 2001.
4. All of the members of Teknion LLC approved the Agreement and Plan of Merger.
5. The applicable laws of the State of Delaware relating to the merger of Teknion, Inc. with and into Teknion LLC have been complied with.
6. Teknion LLC hereby agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of Teknion, Inc. or any obligation of Teknion LLC for which it is previously amenable to suit in the State of New Jersey and in any proceeding for the enforcement of the rights of a dissenting shareholder of Teknion, Inc. against Teknion LLC; and Teknion LLC hereby irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any such proceeding and designates the following address within the State of New Jersey to which said Secretary of State shall mail a copy of the process in such proceedings:

901 Lincoln Drive West
Marlton, NJ 08053

41043606 / 112562-6

8914692

0600109639
J 1746727
J 1746728


Teknion LLC hereby agrees that it will promptly pay to the dissenting shareholders of Teknion, Inc. the amount, if any, to which they are entitled under the provisions of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

7. Teknion LLC will continue its existence as the surviving entity under its present name pursuant to the provisions of the laws of the State of Delaware.


[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Certificate of Merger to be executed as of the 27 day of February, 2001.

TEKNION, INC.

By: 
Name: Robert F. Henry
Title: Senior Vice President

TEKNION LLC

By: 
Name: Robert F. Henry
Title: Senior Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of this 27th day of February, 2001, between TEKNION, INC., a New Jersey corporation (the "Corporation"), and TEKNION LLC, a Delaware limited liability company (the "LLC").

WITNESSETH:

WHEREAS, it is deemed to be in the best interests of the Corporation and the LLC that the Corporation be merged with and into the LLC in accordance with the terms and conditions more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Corporation and the LLC, intending to be legally bound, hereby agree to merge the Corporation into the LLC, as follows:

1. **Merger.** The Corporation shall be merged with and into the LLC (the "Merger") in accordance with NJ Section 42:2B-20 of the New Jersey Limited Liability Company Act and Title 15, Section 14A:10-14 of the New Jersey Business Corporation Act (the "BCA") and Title 6, Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), and the LLC shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). All appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of New Jersey as soon as practicable following the satisfaction of waiver (subject to applicable law) of the conditions precedent set forth in Section 9 of this Agreement. The date of filing the Certificate of Merger with the Secretary of State of the State of Delaware shall be the "Effective Date" of the Merger.
2. **Certification of Formation.** The Certificate of Formation of the LLC, as in effect on the Effective Date, shall continue to be the Certificate of Formation of Surviving Entity and said Certificate of Formation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Act.
3. **Operating Agreement.** The Operating Agreement of the LLC, as in effect on the Effective Date, shall continue to be the Operating Agreement of Surviving Entity and said Operating Agreement shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Act.
4. **Officers and Directors.** The directors and officers of the LLC immediately prior to the Effective Date shall be the directors and officers of the Surviving Entity and such directors and officers shall hold office from the Effective Date until their respective successors are duly elected or appointed and qualified in the manner provided in the Operating Agreement of the Surviving Entity, as the same may be lawfully amended, or as otherwise provided by the Act.

5. **Succession.** As of the Effective Date, the separate existence of the Corporation shall cease and the Corporation shall be merged with and into the LLC. The Surviving Entity shall have all of the rights, privileges, immunities and powers and be subject to all of the duties and liabilities granted or imposed by the Act. The Surviving Entity shall also on the Effective Date and thereafter possess all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of the Corporation; and all property, real, personal and mixed, and all debts due on whatever account and all other causes of action and all and every other interest of, or belonging to or due to, the Corporation so merged, shall be deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in the merged Corporation shall not revert or in any way be impaired by reason of the Merger. The Surviving Entity shall, on the Effective Date and thereafter, be responsible and liable for all of the liabilities and obligations of the Corporation so merged; any claim existing or action or proceeding pending by or against the Corporation may be prosecuted to judgment as if such Merger had not taken place; and the Surviving Entity may be substituted in the place of the Corporation. Neither the rights of the creditors nor any liens upon the property of the LLC or the Corporation shall be impaired by such Merger, but such liens shall be limited to the property upon which there were liens immediately prior to the Effective Date.

6. **Further Assistance.** From time to time following the Effective Date, as and when required by the Surviving Entity or by its successors or assigns, there shall be executed and delivered on behalf of the Corporation such deeds and other instruments, and there shall be taken or caused to be taken by all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, or record or otherwise, in the Surviving Entity the title to and possession of all property interests, assets, rights, privileges, immunities, powers, franchises and authority of the Corporation. The officers and directors of the Surviving Entity are fully authorized in the name and on behalf of the LLC, or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. **Capital Stock; Membership Interests.** Each share of common and preferred stock of the Corporation, whether issued or unissued, at the Effective Date, by virtue of the Merger and without any further action, shall be canceled and retired and cease to exist without any conversion thereof and without any payment with respect thereto. Each membership interest of the LLC issued and outstanding immediately prior to the Effective time shall not be converted and shall be one validly issued, fully paid and nonassessable membership interest of the Surviving Entity. Each certificate of the LLC evidencing ownership of any such membership interest shall continue to evidence ownership of such membership interest of the Surviving Entity.

8. **Surrender of Certificates.** On the Effective Date, the Corporation shall cause Teknion Nevada Inc., as the sole shareholder of the Corporation, to surrender to the Surviving Entity for cancellation the stock certificates (the "Certificates") representing the Corporation's issued and outstanding shares of common and preferred stock. From and after the Effective Date, Teknion Nevada Inc. shall cease to have any rights as a shareholder of the Corporation, except for the right to surrender its Certificates. At the close of business on the Effective Date, the stock ledger of the Corporation with respect to the Corporation's capital stock

shall be closed, and no transfer of shares of the Corporation's capital stock shall thereafter be made.

9. Conditions Precedent. The respective obligations of the Corporation and the LLC to effect the Merger are subject to the satisfaction or waiver (subject to applicable law) at or prior to the Effective Date of each of the following conditions:

a. Injunction. No preliminary or permanent injunction or other order shall have been issued by any court or by any governmental or regulatory agency, body or authority which prohibits the consummation of the Merger and the transactions contemplated by this Agreement and which is in effect on the Effective Date;

b. Statutes. No law or court order shall have been enacted, entered, promulgated or enforced which prohibits the consummation of the Merger; and

c. Prior Approvals and Consents. All material third-party and governmental approvals of and consents to the Merger shall have been obtained.

10. Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Date by the respective Boards of Directors of the Corporation and LLC.

11. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed, certified or registered mail with postage prepaid, or sent by telex, telegram or telecopier. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date of delivery unless if mailed, in which case on the third business day after the mailing thereof.

12. Entire Agreement. This Agreement and other documents referred to herein or delivered pursuant hereto collectively contain the entire understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior and contemporaneous agreements and understandings, oral and written, with respect thereto.

13. Binding Effect; Benefit; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights,

remedies, obligations or liabilities under or by reason of this Agreement, except as contemplated herein.

14. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in writing by the parties hereto in any and all respects before the Effective Date, by action taken by the respective Boards of Directors of the Corporation and the LLC or by the respective officers authorized by such Boards of Directors.

15. Headings. The descriptive headings of the several Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.


17. Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws rules thereof. Any legal proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Delaware.

18. Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.


[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, have caused this Agreement to be executed as of the day and year first above written.

TEKNION, INC.

By: 
Name: Robert F. Henry
Title: Senior Vice President

TEKNION LLC

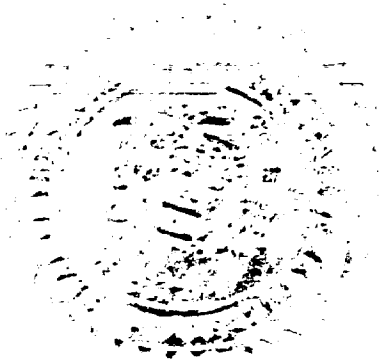
By: 
Name: Robert F. Henry
Title: Senior Vice President

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE RELATIVE - MERGER

TEKNION LLC

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above-named
Delaware Foreign Limited Liability Company did
on the 1st day of March, 2001, file and record
in this department a Certificate of Merger of
TEKNION, INC.
into TEKNION LLC
which is the surviving business entity. This certificate
is herein issued as by the statutes of this State required.*

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
1st day of March, 2001*



A handwritten signature in black ink, appearing to read "Peter R. Lawrance".

*Peter R Lawrance
Acting State Treasurer*