

03-28-2001



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3-12-01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Change of Name

Other

12 31 1992

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

12 16 1992

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/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 Assignment.)

#### FOR OFFICE USE ONLY

03/27/2001 GT0N11 00000199 1555673

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40.00 DP

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

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,555,673"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Daniel B. Runk

3-7-01

Name of Person Signing

Signature

Date Signed



# The State of Ohio

**Bob Taft**

Secretary of State

757713

## Certificate

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

of:

LSI INDUSTRIES INC.

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

Recorded on Roll H529 at Frame 1613 of  
the Records of Incorporation and Miscellaneous Fillings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 22ND day of DEC ,

A.D. 19 92 .

*Bob Taft*  
Bob Taft  
Secretary of State



HC529-1613

757713  
APPROVED

CERTIFICATE OF MERGER

By DJC

Date 12/22/92 (E.D. 12/31/92)

MERGING

Amount \$50.00

ABOLITE LIGHTING, INC.

92122224601

INTO

LSI INDUSTRIES INC.

It is hereby certified that:

1. The corporations participating in the merger hereby certified are:

ABOLITE LIGHTING, INC., an Ohio corporation ("Abolite"), and LSI INDUSTRIES INC., an Ohio corporation ("LSI").

2. An agreement of merger has been approved, adopted, certified, executed and acknowledged by both of the aforesaid corporations; to-wit, by the directors of Abolite and by the directors of LSI by Corporate Resolutions by unanimous written consents pursuant to Ohio Revised Code Section 1701.54 dated December 16, 1992 and December 16, 1992, respectively. Pursuant to Ohio Revised Code Section 1701.80, no shareholder approval was required.

3. The name of the surviving corporation in the merger herein certified is LSI Industries Inc., which will continue in its existence as the surviving corporation under the name LSI Industries Inc., as of the effective date of the merger as hereinafter set forth.

4. The Plan and Agreement of Merger by and between the aforesaid corporations shall be effective as of 11:59 P.M. on the 31st day of December, 1992.

BY: Wayne M. Poppercom  
ITS: President

ABOLITE LIGHTING, INC.  
BY: Ronald S. Stowell  
ITS: SECRETARY

BY: Robert J. Beatty  
ITS: President and CEO

LSI INDUSTRIES INC.  
BY: David W. Wilson  
ITS: Secretary

## PLAN AND AGREEMENT OF MERGER

## MERCING

ABOLITE LIGHTING, INC.

INTO

LSI INDUSTRIES INC.

16th PLAN AND AGREEMENT OF MERGER ("Agreement") entered into this day of December 1992 between ABOLITE LIGHTING, INC., an Ohio corporation ("Abolite"), and LSI INDUSTRIES INC., also an Ohio corporation ("LSI"). Abolite is sometimes referred to herein as the "Constituent Corporation". LSI is sometimes referred to herein as the "Surviving Corporation".

## RECITALS

WHEREAS, Abolite is a corporation duly organized and validly existing under the laws of the State of Ohio, with its principal offices located in West Lafayette, Coshocton County, Ohio; and

WHEREAS, Abolite's authorized capitalization consists of Seven Hundred Fifty (750) shares of no par value common stock of which Two Hundred (200) shares are issued, outstanding, and owned by the Surviving Corporation; and

WHEREAS, LSI is a corporation duly organized and validly existing under the laws of the State of Ohio, with its principal offices located in Cincinnati, Hamilton County, Ohio; and

WHEREAS, LSI's authorized capitalization consists of Thirteen Million (13,000,000) shares of Common Stock having no par value of which Four Million, Six Hundred, Seventy-Seven Thousand, Five Hundred Twenty-Four (4,677,524) shares are issued and outstanding and One Million (1,000,000) shares of Preferred Stock having no par value of which no shares are issued and outstanding; and

WHEREAS, Abolite, the Constituent Corporation, and LSI, the Surviving Corporation, desire to enter into this Plan and Agreement of Merger as a reorganization pursuant to Section 368(a) of the Internal Revenue Code and as a merger of a subsidiary into a parent corporation pursuant to Section 1701.80 of the Ohio Revised Code; and

WHEREAS, the Board of Directors of Abolite and of LSI have each by resolution approved this Plan and Agreement of Merger;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and in accordance with the laws of the State of Ohio, the parties hereto agree that Abolite shall be merged with and into LSI and that LSI shall be the Surviving Corporation, and that the terms and conditions of such merger shall be as follows:

#### ARTICLE 1

##### Merger of Abolite Into LSI

1.1 At the effective time of the Merger, Abolite shall be merged with and into LSI and LSI shall be the Surviving Corporation and shall continue its corporate existence under the laws of the State of Ohio.

1.2 This Agreement and such supporting documents as are required shall be filed as promptly as possible with the Secretary of State of Ohio, and 11:59 p.m., December 31, 1992 shall be the effective time of the merger and is hereafter referred to as the "Effective Time."

#### ARTICLE 2

##### Exchange of Shares

2.1 The Merger shall have no effect upon the outstanding shares of LSI.

2.2 At the Effective Time, each outstanding share of Common Stock of Abolite shall, by operation of the Merger, be canceled and shall have no further effect or value.

#### ARTICLE 3

##### Legal and Financial Aspects of Surviving Corporation

3.1 The Articles of Incorporation of the Surviving Corporation shall continue to be the Articles of Incorporation of LSI presently recorded in the office of the Secretary of State of Ohio for LSI Industries Inc., until further amended as provided by law.

3.2 The Code of Regulations of the Surviving Corporation shall be the Code of Regulations of LSI until further amended as provided by law.

3.3 The officers and directors of the Surviving Corporation shall be the officers and directors of LSI holding office immediately prior to the Effective Time, until replaced in accordance with the Code of Regulations of LSI.

## ARTICLE 4

Effects of the Merger

From the Effective Time, the Merger shall have the effects provided by Ohio law. Without limiting the generality of the foregoing, upon the Effective Time:

(1) the separate existence of the Constituent Corporation shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Corporation, the officers of the Constituent Corporation shall execute, acknowledge, and deliver such instruments and do such acts, and for such purposes, the existence of the Constituent Corporation and the authority of its officers and directors shall continue notwithstanding the merger;

(2) the Surviving Corporation shall possess all assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of the Constituent Corporation, and all obligations belonging to or due to the Constituent Corporation all of which shall be vested in the Surviving Corporation without further act or deed. Title to any real estate or any interest in the real estate vested in the Constituent Corporation shall not ever or in any way be impaired by reason of the merger;

(3) the Surviving Corporation shall be liable for all the obligations of the Constituent Corporation, including liability to dissenting shareholders. Any claim existing, or action or proceeding pending, by or against the Constituent Corporation, may be prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Corporation may be substituted in its place;

(4) all the rights of creditors of the Constituent Corporation shall be preserved unimpaired, and all liens upon the property of the Constituent Corporation shall be preserved unimpaired, on only the property affected by such liens immediately prior to the effective date of the merger.

## ARTICLE 5

Abandonment and Termination

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after submission to or approval by the shareholders of LSI and Abolite.

ARTICLE 6

Miscellaneous

6.1 Either party to this Agreement may, in whole or in part and to the extent permitted by law, waive, by written instrument, the performance of any of the obligations or acts of the other party, or waive any inaccuracies in the representations contained herein or in any document delivered pursuant to this Agreement, or extend the time of the performance of any of the obligations or other acts of the other party.

6.2 This Agreement may be amended by mutual agreement of the parties at any time prior to the Effective Time.

6.3 This Agreement is not assignable by either party in any respect without the prior written consent of the other.

6.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

6.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first stated above by their duly authorized officers.

WITNESSES:

ABOLITE LIGHTING, INC.

*R. Kent Stowell*  
President

BY: *Ronald J. Stowell*

ITS: SECRETARY & TREASURER

LSI INDUSTRIES INC.

*R. Kent Stowell*  
President

BY: *Ronald J. Stowell*

ITS: CHIEF FINANCIAL OFFICER