

10-24-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings → → → ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101875317 ▼ ▼ ▼

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

1. Name of conveying party(ies):

08/16/01
Great Lakes Chemical Corporation (Info)
Great Lakes Delaware, Inc. (A DE Corp)
(changed to)
☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Michigan
☐ Other _____

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

3. Nature of conveyance:

☐ Assignment ☒ Merger
☐ Security Agreement Change of Name
☐ Other _____

Execution Date: February 20, 1970

2. Name and address of receiving party(ies)

Name: Great Lakes Chemical Corporation

Internal

Address: One Great Lakes Boulevard

PO Box 2200

Street Address: Highway 52, N.W.
West

City: Lafayette State: IN Zip: 47906

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Delaware☐ Other _____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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0711688

Additional number(s) attached ☐ Yes ☐ No

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

Name: Lisa M. Barr, Esq.

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

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
any additional charges and/or credits

8. Deposit account number:

22-0440

(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.

Lisa M. Barr

Name of Person Signing

Signature

8/16/01

Date

Total number of pages including cover sheet, attachments, and document: 20

GL-1033

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002356 FRAME: 0029

Trademark Recordation Cover Sheet, page 2

Block 1(continued)

Name of conveying party(ies):

Great Lakes Delaware, Inc., a Delaware corporation

In accordance with the provisions of the Agreement and Plan of Merger (copy attached), the registrant, Great Lakes Chemical Corporation, a Michigan corporation, merged into Great Lakes Delaware, Inc. (a Delaware corporation). Great Lakes Delaware, Inc., also in accordance with the provisions of the subject document, changed its name to Great Lakes Chemical Corporation (a Delaware corporation).

"Express Mail" Certificate of Mailing
"Express Mail" Label No. EL168013742US
Date of Deposit: August 16, 2001

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REEL: 002356 FRAME: 0031

AGREEMENT AND PLAN OF MERGER
OF
GREAT LAKES CHEMICAL CORPORATION
AND
GREAT LAKES DELAWARE, INC.

AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into as of this 20th day of February, 1970 by and between GREAT LAKES CHEMICAL CORPORATION, a Michigan corporation (the "Michigan Corporation"), and GREAT LAKES DELAWARE, INC., a Delaware corporation (the "Delaware Corporation" or "Surviving Corporation"), said corporations being hereinafter sometimes referred to jointly as the "Constituent Corporations";

WITNESSETH:

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having its registered office in the State of Delaware at No. 100 West Tenth Street, Wilmington, County of New Castle, and whose registered agent in charge of such office is The Corporation Trust Company;

WHEREAS, the Michigan Corporation is a corporation duly organized and existing under the laws of the State of Michigan, having its registered office in the State of Michigan at 615 Griswold Street, Detroit, County of Wayne, and whose registered agent in charge of such office is The Corporation Company;

WHEREAS, the total number of shares of stock which the Delaware Corporation has authority to issue is 1,000 shares, par value \$1.00 per share, all of which are issued and outstanding and held by or for the account of the Michigan Corporation;

WHEREAS, the total number of shares which the Michigan Corporation has authority to issue is 5,000,000 shares, par value \$1.00 per share, of which 3,389,389 are outstanding; and

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WHEREAS, the respective Boards of Directors of the Delaware Corporation and the Michigan Corporation have determined that it is advisable that the Michigan Corporation be merged into the Delaware Corporation (the name of which will become Great Lakes Chemical Corporation upon the effective date of the merger) and have approved such merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Delaware and the State of Michigan permitting such merger;

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter set forth, the Delaware Corporation and the Michigan Corporation have agreed and do hereby agree as follows:

ARTICLE I

The Michigan Corporation and the Delaware Corporation shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Michigan and the State of Delaware, by the Michigan Corporation merging into the Delaware Corporation which shall be the Surviving Corporation.

ARTICLE II

When the merger shall become effective as provided by the applicable laws of the State of Michigan and the State of Delaware (such time being hereinafter referred to as the "effective date of the merger"):

(1) The Constituent Corporations shall be a single corporation which shall be the Delaware Corporation as the Surviving Corporation, and the separate existence of the Michigan Corporation shall cease except to the extent provided by the laws of the State of Michigan in the case of a corporation after its merger into another corporation.

(2) The Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of each of the Constituent Corporations and all property, real, personal and mixed, all debts due on whatever

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account, including subscriptions to shares and all other choses in action, and all and every other interest of, or belonging to, each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

(3) The Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.

(4) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of the Michigan Corporation, its shareholders, Board of Directors and committees thereof, officers and agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Michigan Corporation. The employees and agents of the Michigan Corporation shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the Michigan Corporation.

(5) The By-laws of the Delaware Corporation as in effect on the effective date of the merger shall be and constitute the By-laws of the Surviving Corporation until the same shall be lawfully altered, amended or repealed.

(6) The directors and officers of the Michigan Corporation in office on the effective date of the

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merger shall be and constitute the directors and officers of the Surviving Corporation until the next annual meeting of the stockholders of the Surviving Corporation and until their respective successors shall have been elected and shall have qualified, or until their earlier resignation, removal or replacement.

ARTICLE III

The Certificate of Incorporation of the Delaware Corporation is hereby amended and restated in its entirety so that as amended hereby it will read as set forth in Appendix A attached hereto, which is hereby made a part of this Agreement with the same force and effect as if herein set forth in full. From and after the effective date of the merger until the same shall be properly amended, said Appendix A, separate and apart from this Agreement, shall constitute, and may be certified as, the Certificate of Incorporation of the Surviving Corporation, the name of which shall have become Great Lakes Chemical Corporation upon the effective date of the merger.

ARTICLE IV

The manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

(1) The 1,000 shares of stock of the Delaware Corporation owned by or for the account of the Michigan Corporation immediately prior to the effective date of the merger shall be cancelled and retired, all rights in respect thereof shall cease and the capital of the Surviving Corporation shall be reduced by the \$1,000 of capital applicable to such shares.

(2) Each share of stock of the Michigan Corporation, par value \$1.00 per share, issued and outstanding upon the effective date of the merger shall thereupon, and without the surrender of stock certificates or any other action, be converted into one full paid and non-assessable share of stock of the Surviving Corporation, par value \$1.00 per share. Outstanding certificates representing shares of stock of the Michigan Corporation shall thenceforth

represent the same number of shares of stock of the Surviving Corporation, and the holder thereof shall have precisely the same rights which he would have had if such certificates had been issued by the Surviving Corporation, except to the extent otherwise provided in Section 54 of the Michigan General Corporation Act.

(3) After the effective date of the merger, each holder of a certificate representing outstanding Common Shares of the Michigan Corporation may, but shall not be required to, surrender the same to the Surviving Corporation, and upon such surrender such holder shall be entitled to receive a certificate or certificates issued by the Surviving Corporation for the number of shares of Common Stock represented by the surrendered certificate. The Surviving Corporation shall be entitled to rely upon the stock records of the Michigan Corporation as to the ownership of its Common Shares at the effective date of the merger.

(4) The Michigan Corporation will not make any transfers on its books after the effective date of the merger.

ARTICLE V

Upon the effective date of the merger, (a) the respective assets of the Michigan Corporation and Delaware Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately prior to the effective date of the merger, except as herein provided with respect to the cancellation of the shares of the Delaware Corporation outstanding prior to the effective date of the merger; (b) the respective liabilities and reserves of the Michigan Corporation and the Delaware Corporation (excluding capital stock, paid-in surplus and retained earnings) shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on their respective books immediately prior to the effective date of the merger; and (c) the capital stock, paid-in surplus and retained earnings of the Michigan Corporation shall be taken up on the books of the Surviving Corporation as capital stock,

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paid-in capital and retained earnings, respectively, in the amounts at which the same shall be carried on the books of the Michigan Corporation immediately prior to the merger.

ARTICLE VI

The Delaware Corporation, as the Surviving Corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the merger herein provided for.

ARTICLE VII

If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of the Michigan Corporation, the proper officers and directors of the Michigan Corporation shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Michigan Corporation, or otherwise, to take any and all such action.

ARTICLE VIII

This Agreement shall be submitted to the shareholders or stockholders of each of the Constituent Corporations as provided by law, and shall take effect, and be deemed and be taken to be the Agreement and Plan of Merger of the Constituent Corporations, upon the approval or adoption thereof by the shareholders or stockholders of each of the Constituent Corporations in accordance with the laws of the State of Michigan and the State of Delaware, and upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the merger under the laws of the State of Michigan and the State of Delaware.

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by the Michigan Corporation by appropriate

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resolution of its Board of Directors at any time prior to the effective date of the merger.

IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly given by resolutions adopted by its Board of Directors, has caused these presents to be executed in its name by its President or a Vice President and its corporate seal to be affixed and attested by its Secretary or an Assistant Secretary, and each director of the Michigan Corporation has signed this Agreement under the seal of the Michigan Corporation, pursuant to the Michigan General Corporation Act.

GREAT LAKES CHEMICAL CORPORATION

By

Earl T. McKee
Earl T. McKee, President

(Corporate Seal)

Attest:

Richard E. Bishop
Richard E. Bishop, Secretary

Earl T. McKee
Earl T. McKee, Director

Richard E. Bishop
Richard E. Bishop, Director

Charles S. Hale
Charles S. Hale, Director

Louis E. Hurley
Louis E. Hurley, Director

C. Edwin Mercier
C. Edwin Mercier, Director

Richard B. Schneider
Richard B. Schneider, Director

Wesley H. Powers
Wesley H. Powers, Director

GREAT LAKES DELAWARE, INC.

By

Emerson Kampen
Emerson Kampen, Executive
Vice President

(Corporate Seal)

Attest:

Richard E. Bishop
Richard E. Bishop, Secretary

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APPENDIX A

CERTIFICATE OF INCORPORATION
OF
GREAT LAKES CHEMICAL CORPORATION

FIRST. The name of the Corporation is Great Lakes Chemical Corporation.

SECOND. The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business to be conducted or promoted and the purposes of the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of capital stock which the Corporation shall have the authority to issue is 5,000,000 shares of the par value of \$1.00 per share.

FIFTH. The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Earl T. McKeel	Great Lakes Chemical Corporation U.S. Highway 52 West West Lafayette, Indiana 47906

SIXTH. In furtherance and not in limitation of powers conferred by statute, the Board of Directors is expressly authorized:

(A) To make, alter or repeal the By-laws of the Corporation; and

(B) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

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SEVENTH. The number of directors of the Corporation shall be such as from time to time shall be fixed by or in the manner provided in the By-laws, which shall not be less than three.

EIGHTH. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

NINTH. The books of the Corporation may be kept (except as may be otherwise required by law) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-laws of the Corporation. Election of directors need not be by written ballot unless the By-laws of the Corporation shall so provide.

TENTH. (a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right

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of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

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(c) To the extent that any person referred to in paragraphs (a) or (b) of this Article Tenth has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to therein, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) of this Article Tenth (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this Article Tenth. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (3) by the stockholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as provided in this Article Tenth.

(f) The indemnification provided by this Article Tenth shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or

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was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article Tenth.

ELEVENTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate hereby declaring and certifying that this is his act and deed and the facts herein stated are true, and accordingly has hereunto set his hand this 20th day of January, 1970.

/s/ Earl T. McBee
Earl T. McBee

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REEL: 002356 FRAME: 0043

STATE OF INDIANA)
COUNTY OF TIPPECANOE) SS:

BE IT REMEMBERED that on this 20th day of January, 1970, personally came before me, a Notary Public for the State of Indiana, EARL T. McBEE, the party to the foregoing Certificate of Incorporation, known to me personally to be such, and acknowledged the said Certificate to be his act and deed and that the facts stated therein are true.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ Adeline Smock
Adeline Smock
Notary Public

RECORDED FEB 15, 1970

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Certificate of President and Assistant Secretary

of -

GREAT LAKES CHEMICAL CORPORATION

(A Michigan Corporation)


The undersigned, being the President and an Assistant Secretary, respectively, of GREAT LAKES CHEMICAL CORPORATION, a Michigan Corporation, do hereby certify, under the seal of said corporation, that:

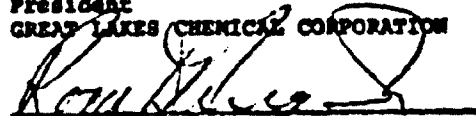
1. The foregoing Agreement of Merger was submitted to a vote of the holders of common stock (the only class of stock issued and outstanding) of said corporation at a meeting held on June 25, 1970;

2. Due notice of the time, place, and purpose of that meeting was mailed to each such stockholder of record at least thirty days prior to the date of said meeting;

3. At said meeting, the foregoing Agreement of Merger was approved by the affirmative votes of the holders of more than two-thirds (specifically 2,358,965 of 3,389,389 shares) of the shares of common stock then issued and outstanding.

Executed at Lafayette, Indiana, on August 28, 1970.


Earl F. McBee
President
GREAT LAKES CHEMICAL CORPORATION


Roger D. Branigin, Jr.
Assistant Secretary
GREAT LAKES CHEMICAL CORPORATION



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STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said State and County, personally appeared Earl T. McBea and Roger D. Branigin, Jr., the President and an Assistant Secretary, respectively, of GREAT LAKES CHEMICAL CORPORATION, and acknowledged the execution of the foregoing Certificate.

WITNESS my hand and notarial seal this 28th day
of August, 1970.

Natalie Shoup
Notary Public

(SEAL)

My Commission Expires:

July 23, 1974



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REF ID: A628545

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Certificate of Assistant Secretary
of
GREAT LAKES DELAWARE, INC.

(A Delaware Corporation)

The undersigned, being an Assistant Secretary of GREAT LAKES DELAWARE, INC., does hereby certify, under the seal of said corporation, that GREAT LAKES CHEMICAL CORPORATION, the holder of all of the outstanding stock of GREAT LAKES DELAWARE, INC., dispensed with a meeting and vote of stockholders, and, pursuant to the provisions of section 228 of the General Corporation Law of the State of Delaware, consented in writing to the adoption of the foregoing Agreement of Merger.

Executed at Lafayette, Indiana, on August 28
1970.




Roger D. Bräniglin, Jr.
Assistant Secretary
GREAT LAKES DELAWARE, INC.

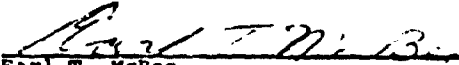
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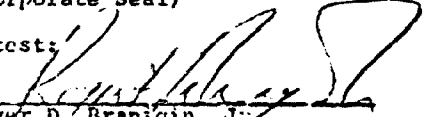
The foregoing Agreement of Merger of GREAT LAKES
CHEMICAL CORPORATION, and GREAT LAKES DELAWARE, INC., as
executed on behalf of the parties hereto, and as certified
by the Assistant Secretary of GREAT LAKES CHEMICAL CORPORATION,
is hereby signed by the President and attested by the Assistant
Secretary of GREAT LAKES CHEMICAL CORPORATION.

Executed at Lafayette, Indiana, on August 28, 1970.


Earl T. McBee
President
GREAT LAKES CHEMICAL CORPORATION

(Corporate Seal)

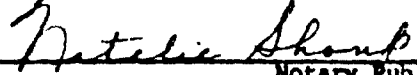
Attest:


Roger D. Branigin, Jr.
Assistant Secretary
GREAT LAKES CHEMICAL CORPORATION

STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said State and
County, personally appeared Earl T. McBee and Roger D. Branigin,
Jr., President and Assistant Secretary, respectively, of GREAT
LAKES CHEMICAL CORPORATION, who acknowledged execution of the
foregoing Agreement of Merger for and on behalf of said
corporation.

WITNESS my hand and Notarial Seal this 28th day of
August, 1970.


Natalie Shoup
Notary Public

(SEAL)
My Commission Expires:
July 23, 1974



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Executed at Lafayette, Indiana, on August 26, 1970.

(Corporate Seal)

Attesti

STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said State and County, personally appeared Earl T. McFee and Roger D. Branigin, Jr., President and Assistant Secretary, respectively, of GREAT LAKES DELAWARE, INC., who acknowledged execution of the foregoing Agreement of Merger for and on behalf of said corporation, and that the facts stated therein are true.

WITNESS my hand and Notarial Seal this 28th day of

August, 1970.

Natalie Sheep
Notary Public

(SEAL)
My Commission Expires:

Aug 23 1974

100-31110-100

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REF ID: A62874



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of

Certificate of Agreement of Merger

filed in this office on September 16, 1970

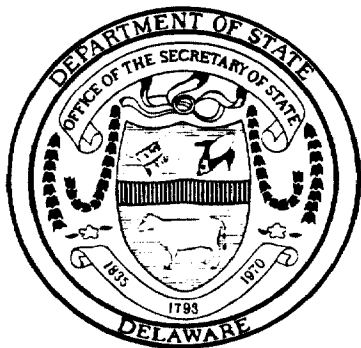
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REEL 428 FRAME 549

RECORDED
PATENT & TRADEMARK OFFICE

NOV 15 1982

Glenn C. Kenton
SECRETARY OF STATE



Glenn C. Kenton
Glenn C. Kenton, Secretary of State

BY: *B. Akers*

DATE: October 19, 1982