

12/20/01

01-02-2002



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

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

1. Name of conveying party(ies):

Nyloncraft, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Excel Industries, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1120 N. Main Street

City: Elkhart State: IN Zip: 46514

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Indiana
- 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

3. Nature of conveyance:

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

Execution Date: December 17, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0790848; 0730355; 0712465; 0759381

Additional number(s) attached  Yes  No

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

Name: Peter M. Spingola, Esq.

Internal Address: Kirkland & Ellis

Street Address: 200 E. Randolph Drive.

Suite 5300

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

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.

Peter M. Spingola

Name of Person Signing

Peter Spingola  
Signature

December 20, 2001

Date

Total number of pages including cover sheet, attachments, and document: 11

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

12/31/2001 6TON11 00000139 0790848

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

TRADEMARK  
REEL: 002415 FRAME: 0307

ARTICLES OF MERGER

OF

EXCEL INDUSTRIES OF FLORIDA, INC.  
EXCEL MANUFACTURING OF KENTUCKY, INC.  
BELVEDERE CORPORATION  
EXCEL OF TENNESSEE, INC.  
EXCEL COMPONENTS, INC.  
MACHINE-RITE PRODUCTS, INC.  
INDUSTRIAL DATA SYSTEMS, INC.  
NYLONCRAFT, INC.

APPROVED  
AND  
FILED

INTO

EXCEL INDUSTRIES, INC.

*Lumpkin*  
S. CLERK OF STATE OF INDIANA

In accordance with the requirements of the Indiana Business Corporation Law (the "Act"), the undersigned corporations desiring to effect a merger, set forth the following facts:

ARTICLE I  
SURVIVING CORPORATION

Section 1.1. The name of the corporation surviving the merger is Excel Industries, Inc., an Indiana corporation (the "Surviving Corporation") and such name has not been changed as a result of the merger.

Section 1.2. The Surviving Corporation is a domestic corporation incorporated on August 26, 1935 and existing pursuant to the provisions of the Act.

ARTICLE II  
MERGING CORPORATIONS

The name, state of incorporation and date of incorporation or qualification, respectively, of each Indiana domestic corporation, other than the Surviving Corporation, and each foreign corporation qualified to transact business in Indiana which is a party to the merger (collectively, the "Merging Corporations") are as follows:

Name of Corporation	Date of Incorporation or Qualification in Indiana	State of Incorporation
Excel of Tennessee, Inc.	4/1/92	Tennessee
Belvedere Corporation	5/6/59	Indiana
Excel Components, Inc.	4/25/88	Indiana

Name of Corporation	Date of Incorporation or Qualification in Indiana	State of Incorporation
Machine-Rite Products, Inc.	8/10/65	Indiana
Industrial Data Systems, Inc.	9/23/71	Indiana
Nyloncraft, Inc.	1/27/88	Indiana

**ARTICLE III  
PLAN OF MERGER AND REORGANIZATION**

A copy of the Plan of Merger and Reorganization containing such information as required by Im. Cos § 23-1-40-4(b), is set forth in Exhibit A attached hereto and made a part hereof.

**ARTICLE IV  
MANNER OF ADOPTION AND VOTE**


Section 4.1. The merger was approved and adopted by the Board of Directors of the surviving Corporation at a meeting duly held and convened on December 17, 1992, without shareholder action and shareholder action is not required.

Section 4.2. The merger was approved and adopted by the Board of Directors of each one of the Merging Corporations by unanimous written consents, each dated as of December 17, 1992, without shareholder action and shareholder action is not required.

**ARTICLE V  
EFFECTIVE DATE OF MERGER**

The effective date of the Merger shall be December 31, 1992, at the close of business.

IN WITNESS WHEREOF, the undersigned being the President of the surviving Corporation executes these Articles of Merger and verifies, subject to penalties of perjury that the statements contained herein are true, this 17th day of December, 1992.

EXCEL INDUSTRIES, INC.  
By:   
James O. Futterknecht,  
President

**AGREEMENT AND PLAN OF MERGER AND REORGANISATION**

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION dated and effective as of the 31st day of December 1992, is entered into by and among Excel Industries, Inc., an Indiana corporation (hereinafter referred to as "Excel" and the "Surviving Corporation"), and Belvedere Corporation, an Indiana corporation ("Belvedere"), Excel Components, Inc., an Indiana corporation ("Excel Components"), Excel Industries of Florida, Inc., a Florida corporation ("EIF"), Excel Manufacturing of Kentucky, Inc., a Delaware corporation ("EMK"), Excel of Tennessee, Inc. (formerly known as Excel Systems, Inc.), a Tennessee corporation ("EOT"), Machine-Rite Products, Inc., an Indiana corporation ("Machine-Rite"), Industrial Data Systems, Inc., an Indiana corporation ("IDS"), and Nyloncraft, Inc., an Indiana corporation ("Nyloncraft") (Belvedere, Excel Components, EIF, EMK, EOT, Machine-Rite, IDS and Nyloncraft are each subsidiaries of the Surviving Corporation and are collectively referred to herein as the "Merging Corporations" and individually as a "Merging Corporation"),

**W I T N E S S E T H:**

WHEREAS, the Surviving Corporation is a corporation organized under the Indiana Business Corporation Law, Ind. Code §§ 23-1 et seq. (the "Indiana Law"), with its principal offices in Elkhart, Indiana;

WHEREAS, Belvedere is a corporation organized under the Indiana Law, with its principal offices in Elkhart, Indiana, and has authorized capital stock consisting of 200 shares of Class A common stock, no par value, and 2,800 shares of Class B common stock, no par value, of which 200 shares of Class A stock and 1 share of Class B stock are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, Excel Components is a corporation organized under the Indiana Law, with its principal offices in Elkhart, Indiana, and has authorized capital stock consisting of 10,000 shares of common stock, no par value, of which 100 shares are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, EIF is a corporation organized under the Florida Business Corporation Act, §§ 607.001 et seq. ("Florida Law"), with its principal offices in Jacksonville, Florida, and has authorized capital stock consisting 7,800 shares of common stock, \$1.00 par value, of which 5,000 shares are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, EMK is a corporation organized under the Delaware General Corporation Law, § Del. Ch. § 201 et seq., with its principal offices in Fulton, Kentucky, and has authorized capital

**EXHIBIT A**

stock consisting of 10,000 shares of common stock, \$1.00 par value, of which 10 shares are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, EOT is a corporation organized under the Tennessee Business Corporation Act, §§ 48-1, et seq. (the "Tennessee Law"), with its principal offices in Pikeville, Tennessee, and has authorized capital stock consisting of 10,000 shares of common stock, no par value, of which 5,000 shares are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, Machine-Rite is a corporation organized under the Indiana Law, with its principal offices in Elkhart, Indiana, and has authorized capital stock consisting of 25,000 shares of common stock, \$10.00 par value, of which 25,000 shares are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, IDS is a corporation organized under the Indiana Law, with its principal office in Elkhart, Indiana, and has authorized capital stock consisting of 1,000 shares of common stock, \$1.00 par value, of which 1,000 shares are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, Nyloncraft is a corporation organized under the Indiana Law, with its principal offices in Elkhart, Indiana, and has authorized capital stock consisting of 10,000 shares of common stock, no par value, of which 1,000 shares are currently issued and outstanding and registered in the name of the Surviving Corporation;

WHEREAS, the Surviving Corporation owns 100% of the issued and outstanding shares of the common stock of each Merging Corporation;

WHEREAS, to achieve administrative economy and convenience, to facilitate sales and for other business reasons, the Boards of Directors of the Surviving Corporation and the Merging Corporations desire that the Merging Corporations reorganize, merge, and liquidate pursuant to the provisions of the Delaware, Florida, Indiana and Tennessee Laws and under Sections 368(a)(1)(A) and 332(b) of the Internal Revenue Code of 1986, as amended, with and into the Surviving Corporation in the manner set forth herein (the "Merger");

WHEREAS, pursuant to the provisions of the Delaware, Florida, Indiana and Tennessee Laws, the Board of Directors of the Surviving Corporation and each Merging Corporation (i) are not required to submit this Agreement and Plan of Merger and Reorganization (the "Agreement") to a vote of its shareholders and, (ii) consequently,

may approve and adopt the Agreement solely by action of the Board of Directors;

WHEREAS, the Board of Directors of each of the Surviving Corporation and IDS has approved and adopted the Agreement at a meeting duly held and convened on the 17th day of December, 1992 and the Board of Directors of each Merging Corporation has approved and adopted this Agreement and Plan of Merger and Reorganization by unanimous written consent dated and effective as of December 17, 1992;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, agreements and covenants set forth herein, the Surviving Corporation and the Merging Corporations do hereby agree as follows:

#### ARTICLE I

##### Parties to the Merger

Section 1.1. The Surviving Corporation. The name of the corporation in which the Merging Corporations propose to merge is "Excel Industries, Inc.", which name shall not change as a result of the Merger.

Section 1.2. The Merging Corporations. The names of the corporations proposing to merge with and into the Surviving Corporation are "Belvedere Corporation," "Excel Components, Inc.," "Excel Industries of Florida, Inc.," "Excel Manufacturing of Kentucky, Inc.," "Excel of Tennessee, Inc.," "Machine-Rite Products, Inc.," "Industrial Data Systems, Inc.," and "Nyloncraft, Inc."

#### ARTICLE II

##### Terms and Conditions of the Merger and Mode of Carrying the Merger Into Effect

Section 2.1. Effective Date of the Merger. The "Effective Date of the Merger" shall be December 31, 1992.

Section 2.2. Actions to be Taken on Effective Date of the Merger. Upon the Effective Date of the Merger: (a) the Merging Corporations shall merge with and into the Surviving Corporation; (b) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall remain outstanding as shares of common stock of the Surviving Corporation; (c) the shares of common stock of the Merging Corporations outstanding upon the Effective Date of the Merger shall be canceled

and all certificates evidencing ownership of such shares shall be void and of no force or effect; (d) the separate existences of each Merging Corporation shall cease; and (e) as a result of the Merger, each Merging Corporation shall be deemed to have been liquidated and dissolved.

Section 2.3. Shareholders Approval. Pursuant to the provisions of the Delaware, Florida, Indiana and Tennessee Laws, this Agreement is not required to be submitted to a vote of the shareholders of the Surviving or the Merging Corporations because the Surviving Corporation is the parent and owns 100% of the stock of each Merging Corporation.

Section 2.4. Directors Approval. The Boards of Directors of the Surviving Corporation and IDS have duly authorized the Merger and approved and adopted this Agreement at meetings duly convened and held on December 17, 1992, and the Boards of Directors of the Merging Corporations (other than IDS) have duly authorized the Merger and approved and adopted this Agreement pursuant to unanimous written consents dated as of December 17, 1992 executed by all of the Board members of the Merging Corporations (other than IDS). If this Agreement is not terminated and abandoned pursuant to the provisions of Article VI hereof, Articles of Merger shall be filed with the offices of the Delaware, Indiana and Tennessee Secretaries of State and the Florida Department of State in order to effect the Merger on December 31, 1992.

Section 2.5. Waiver of Mailing Requirement. The Surviving Corporation hereby waives any mailing requirement which may be imposed upon it pursuant to the Delaware, Florida, Indiana and Tennessee Laws, whereby the Surviving Corporation, as the parent of each Merging Corporation, is required to mail to itself, as the sole shareholder of each Merging Corporation, a copy of the Agreement.

Section 2.6. Attributes and Liabilities of the Surviving Corporation. Upon the Effective Date of the Merger, the surviving Corporation shall possess all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of the Surviving Corporation and of each Merging Corporation, and all property, real, personal, and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to each Merging Corporation, as well as the Surviving Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or interest therein vested by deed or otherwise in each Merging Corporation or the Surviving Corporation shall not revert or be in any way impaired by reason of such Merger, but shall vest in the Surviving Corporation. At such time, the Surviving Corporation shall also thereupon and thenceforth be responsible and liable for

all of the liabilities and obligations of the Merging Corporation and the Surviving Corporation, in the same manner and to the same extent as if the Surviving Corporation had itself incurred the same or contracted therefore, including, without limitation,

(i) all liabilities, duties and obligations of Nyloncraft arising under (a) a Loan Agreement, Mortgage and Security Agreement between Nyloncraft, Inc. ("Old Nyloncraft") and the City of Mishawaka, Indiana, dated November 15, 1984, (b) a Trust Indenture between the City of Mishawaka, Indiana and Valley American Bank and Trust Company, dated November 15, 1984, (c) the City of Mishawaka, Indiana Economic Development Revenue Bond Series 1984 (Nyloncraft, Inc. Project), (d) the Nyloncraft, Inc. Series 1984 Note, and (e) an Undertaking and Assumption Agreement by Excel and Nyloncraft in favor of Old Nyloncraft, dated February 5, 1988;

(ii) all liabilities, duties and obligations of EIF arising under (a) a Loan Agreement, Mortgage and Security Agreement between the Jacksonville Port Authority (the "Authority") and Irvin Industries, Inc. ("Irvin") dated September 1, 1982 (Industrial Development Revenue Bonds Series 1982A), (b) a Trust Indenture and Assignment dated September 1, 1982 between the Authority and Barnett Banks Trust Company, N.A. ("Barnett Trust") (Series 1982A Bonds), (c) a First Supplemental Loan Agreement, Mortgage and Security Agreement and First Supplemental Trust Indenture and Assignment (Series 1982A Bonds) dated December 18, 1985 among Irvin, Excel, EIF, Manufacturers Hanover Trust Company ("Bond Owner"), the Authority and Barnett Trust, (d) a Substitute Promissory Note dated January 2, 1986 in the principal sum of \$1,762,500 from Excel and EIF to the Authority, (e) a Loan Agreement, Mortgage and Security Agreement dated September 1, 1982 between the Authority and Irvin (Industrial Development Revenue Bonds Series 1982B), (f) a Trust Indenture and Assignment dated September 1, 1982 between the Authority and Barnett Trust (Series 1982B Bonds), (g) a First Supplemental Loan Agreement, Mortgage and Security Agreement and First Supplemental Trust Indenture and Assignment (Series 1982B Bonds) dated December 18, 1985 among Irvin, Excel, EIF, the Bond Owner, the Authority and Barnett Trust, and (h) a Substitute Promissory Note dated January 2, 1986 in the principal sum of \$2,937,500 from Excel and EIF to the Authority; and

(iii) all liabilities, duties and obligations of Nyloncraft arising under (a) a Loan Agreement dated September 1, 1987 between the City of Bowling Green, Kentucky ("Bowling Green") and Old Nyloncraft, (b) a



Trust Indenture dated September 1, 1987 between Bowling Green and Pittsburgh National Bank ("PNB"), (c) a Mortgage and Security Agreement dated September 1, 1987 between Old Nyloncraft and PNB, (d) a Reimbursement, Credit and Security Agreement dated September 1, 1987 between Citizens Fidelity Bank and Trust Company ("Citizens") and Old Nyloncraft, (e) a Second Mortgage and Security Agreement dated September 1, 1987 between Citizens and Old Nyloncraft, (f) a Second Assignment of Interest in Leases dated September 1, 1987, by and between Old Nyloncraft and Citizens, (g) a Promissory Note dated as of September 1, 1987, in the face principal amount of Two Million Forty-Eight Thousand Two Hundred Twenty Dollars (\$2,048,220.00), made by Old Nyloncraft payable to the order of Citizens, (h) an Assignment of Interest in Leases dated September 1, 1987 between Old Nyloncraft and PNB, (i) a Remarketing Agreement dated September 1, 1987 between Old Nyloncraft and PNB, and (j) a First Amendment to Reimbursement Agreement dated February 5, 1988 among Nyloncraft, Citizens and Excel.

Any claim existing or action or proceeding pending by or against a Merging Corporation or the Surviving Corporation may be prosecuted to judgment as if such Merger had not taken place, or the Surviving Corporation may be substituted for such Merging Corporation. Neither the rights of creditors nor any liens upon the property of a Merging Corporation or of the Surviving Corporation shall be impaired by such Merger, but such liens shall be limited to the property upon which they were liens immediately prior to the Effective Date of the Merger, except as otherwise expressly provided by the instrument creating such liens.

Section 2.7. Termination of Sublease. Upon the Effective Date of the Merger, that certain Sublease Agreement by and between the surviving Corporation and EOT, dated and effective as of November 6, 1990, regarding the sublease by the surviving Corporation to EOT of certain manufacturing facilities and machinery and equipment located in Pikeville, Tennessee, shall terminate in its entirety.

**ARTICLE III**

**By-Laws of the Surviving Corporation**

The By-Laws of the Surviving Corporation as existing at the Effective Date of the Merger shall continue as such in full force and effect until altered, amended or repealed.

**ARTICLE IV**

**Articles of Incorporation of the Surviving Corporation**

The Articles of Incorporation of the Surviving Corporation as existing at the Effective Date of the Merger shall continue as such in full force and effect.

**ARTICLE V**

**Directors and Officers**

The directors and officers of the Surviving Corporation in office upon the Effective Date of the Merger shall continue in office as such, each to hold office until his successor shall have been elected and shall have been qualified or until his earlier resignation or removal.

**ARTICLE VI**

**Termination**

At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by the Surviving Corporation or a Merging Corporation by appropriate resolutions of their respective Boards of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Surviving Corporation nor the Merging Corporation or their respective shareholders, directors or officers may be held liable in respect of such termination or abandonment.

**ARTICLE VII**

**Further Assurances**

If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation, the title to any property or right of any Merging Corporation or otherwise to carry out the purposes of this Agreement, the proper officers and directors of such Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of such Merging Corporation, as taxpayer or otherwise, to take any and all such action.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger and Reorganization to be signed by their respective officers thereunder duly authorized, all as of the date and year first written above.

"SURVIVING CORPORATION"

Excel Industries, Inc.

By: James O. Futterknecht, Jr.,  
President

"MERGING CORPORATIONS"

Belvedere Corporation

Excel Components, Inc.

By: James O. Futterknecht, Jr.,  
Vice President

By: James O. Futterknecht, Jr.,  
Vice President

Excel Industries of Florida, Inc.

Excel Manufacturing of Kentucky, Inc.

By: James O. Futterknecht, Jr.,  
Vice President

By: James O. Futterknecht, Jr.,  
Vice President

Excel of Tennessee, Inc.  
(formerly Excel Systems, Inc.)

Machine-Rite Products, Inc.

By: James O. Futterknecht, Jr.,  
Vice President

By: James O. Futterknecht, Jr.,  
Vice President

Nyloncraft, Inc.

Industrial Data Systems, Inc.

By: James O. Futterknecht, Jr.,  
Vice President

By: James O. Futterknecht, Jr.,  
Vice President