



01-24-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECOF TR

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1.11.02

1. Name of conveying party(ies):  
Progressive Ink Company, L.L.C.

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

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

2. Name and address of receiving party(ies)  
Name: Flint Ink North America  
Internal Corporation  
Address: a wholly owned subsidiary of  
Flint Ink Corporation  
Street Address: 4600 Arrowhead Drive  
City Ann Arbor State: MI Zip: 48105

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Michigan  
 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       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 31, 2000

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
\_\_\_\_\_

B. Trademark Registration No.(s)  
1,663,894

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Lisabeth H. Coakley  
Internal Address: \_\_\_\_\_  
Harness, Dickey & Pierce, P.L.C.  
\_\_\_\_\_

Street Address: 5445 Corporate Drive  
\_\_\_\_\_

City: Troy State: MI Zip: 48098

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

8. Deposit account number:  
080750

(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.

Lisabeth H. Coakley  
Name of Person Signing

[Signature]  
Signature

11-6-01  
Date

Total number of pages including cover sheet, attachments, and document: 16

01/23/2002 TDIAZ1 00000059 080750 1663894  
01 FC:481 40.00 CH

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

TRADEMARK  
REEL: 2429 FRAME: 0740

# Michigan Department of Consumer and Industry Services

## Filing Endorsement

This is to Certify that the **CERTIFICATE OF MERGER**

for

**FLINT INK NORTH AMERICA CORPORATION**

**ID NUMBER: 537974**

received by facsimile transmission on August 21, 2000 is hereby endorsed

Filed on August 22, 2000 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Effective Date: August 31, 2000.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of August, 2000.



A handwritten signature in black ink, appearing to read "Joseph M. ...", is written over the printed name of the Director.

, Director

Corporation, Securities and Land Development Bureau

Sent by Facsimile Transmission 27846

<b>MICHIGAN DEPARTMENT OF CONSUMER &amp; INDUSTRY SERVICES CORPORATION AND LAND DEVELOPMENT BUREAU</b>										
Date Received	(FOR BUREAU USE ONLY)									
<p>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</p>										
<table border="1"> <tr> <td colspan="3">Name Bruce D. Birnbaumer</td> </tr> <tr> <td colspan="3">Address 150 West Jefferson Ave, Suite 2500</td> </tr> <tr> <td>City Detroit</td> <td>State Michigan</td> <td>Zip Code 48226</td> </tr> </table>		Name Bruce D. Birnbaumer			Address 150 West Jefferson Ave, Suite 2500			City Detroit	State Michigan	Zip Code 48226
Name Bruce D. Birnbaumer										
Address 150 West Jefferson Ave, Suite 2500										
City Detroit	State Michigan	Zip Code 48226								
EFFECTIVE DATE:										
Expiration date for new assumed names: December 31.										
Expiration date for transferred assumed names appear in item 6										
<p>Document will be returned to the name and address you enter above If left blank document will be mailed to the registered office.</p>										

### CERTIFICATE OF MERGER

**Cross Entity Merger for use by Profit Corporations, Limited Liability Companies and Limited Partnerships**

Pursuant to the provisions of Act 264, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger.

1. The Plan of Merger (Consolidation) is as follows:	
a. The name of each constituent entity and its identification number is:	
<u>FLINT INK NORTH AMERICA CORPORATION</u>	537974
<u>PROGRESSIVE INK COMPANY, LLC</u>	890067
<u>ALPER INK GROUP, LLC</u>	
<u>PATRIOT PRINTING INK COMPANY, LLC</u>	
<u>ALPER DISPERSIONS COMPANY, LLC</u>	
b. The name of the surviving (new) entity and its identification number is:	
<u>FLINT INK NORTH AMERICA CORPORATION</u>	537974
Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:	
<u>Flint Ink North America Corporation, 4400 Arrowhead Drive, Ann Arbor, Michigan 48106</u>	

2. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger (consolidation) shall be effective on the 31<sup>st</sup> day of August, 2000 at 11:59 p.m.

3. Complete for Profit Corporations only

For each constituent stock corporation, state:

Name of Corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Flint Ink North America Corporation	10,000	All Common - 10,000	All Common - 10,000

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows: N/A

The manner and basis of converting shares are as follows:

Pursuant to the merger, all of the interests of each of Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersion Company, LLC, and Progressive Ink Company, LLC, (the "Merging Entities") shall be cancelled and because Flint Ink North America Corporation ("F.I.N.A.") is the ultimate parent of all the Merging Entities (F.I.N.A. is the owner of all of the outstanding interest of Patriot Ink and Alper Ink, and Alper Ink is the owner of all of the outstanding interest of Alper Dispersion and Progressive Ink), no interest shall be converted in any manner into shares of common stock of the Surviving Corporation, nor shall any cash or other consideration be paid or delivered therefor.

Each share of F.I.N.A. Common Stock authorized, issued and outstanding immediately prior to the Effective Date of Merger shall by virtue of the Merger automatically represent an identical number of authorized, issued and outstanding shares of Common Stock of the surviving corporation.

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

None.

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

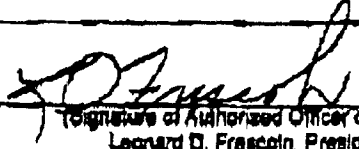
a) The Plan of Merger was approved by the majority consent of the incorporators of \_\_\_\_\_ a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

b) The plan of merger was approved by:

- the Board of Directors of Flint Ink North America Corporation, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.
- the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act.

By   
 (Signature of Authorized Officer or Agent)  
 Leonard D. Frasconi, President  
 (Type or print name)  
 FLINT INK NORTH AMERICA CORPORATION  
 (Name of Corporation)

By \_\_\_\_\_  
 (Signature of Authorized Officer or Agent)  
 \_\_\_\_\_  
 (Type or print name)  
 \_\_\_\_\_  
 (Name of Corporation)

4. Complete for any Limited Liability Companies only

Check one of the following: N/A

- There are no changes to be made to the Articles of Organization of the surviving limited liability company.
- The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be effected by the merger are as follows:

The manner and basis of converting the membership interests are as follows:

See 3 above.

The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

The Plan of Merger was approved by members of each domestic limited liability company in accordance with section 705a(5) and by each constituent business organization in the manner provided by the laws of the jurisdiction in which it is organized.

For each limited liability company involved in the merger, this document is signed in accordance with Section 103 of the Act.

Signed this 18th day of August, 2000

By Leonard D. Frescoln  
(Signature of Member or Manager)

Alper Ink Group, LLC, its sole member by Flint Ink North America Corporation, its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

PROGRESSIVE INK COMPANY, LLC  
(Name of Limited Liability Company)

By Leonard D. Frescoln  
(Signature of Member or Manager)

Flint Ink North America Corporation its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

ALPER INK GROUP, LLC  
(Name of Limited Liability Company)

By Leonard D. Frescoln  
(Signature of Member or Manager)

Flint Ink North America Corporation its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

PATRIOT PRINTING INK COMPANY, LLC  
(Name of Limited Liability Company)

By Leonard D. Frescoln  
(Signature of Member or Manager)

Alper Ink Group, LLC, its sole member by Flint Ink North America Corporation, its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

ALPER DISPERSIONS COMPANY, LLC  
(Name of Limited Liability Company)



State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, 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:

"ALPER DISPERSIONS COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"ALPER INK GROUP, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

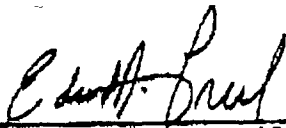
"PATRIOT PRINTING INK COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"PROGRESSIVE INK COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "FLINT INK NORTH AMERICA CORPORATION" UNDER THE NAME OF "FLINT INK NORTH AMERICA CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF AUGUST, A.D. 2000, AT 3:52 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2000.



  
Edward J. Freel, Secretary of State

AUTHENTICATION: 0633233

DATE: 08-22-00

3278011 8100M

001422663

TRADEMARK  
REEL: 2429 FRAME: 0747



**CERTIFICATE OF MERGER**  
**OF**  
**ALPER INK GROUP, LLC;**  
**PATRIOT PRINTING INK COMPANY, LLC;**  
**ALPER DISPERSIONS COMPANY, LLC; AND**  
**PROGRESSIVE INK COMPANY, LLC**  
**INTO**  
**FLINT INK NORTH AMERICA CORPORATION**

(UNDER SECTION 18-209 OF THE  
DELAWARE LIABILITY COMPANY ACT)

FLINT INK NORTH AMERICA CORPORATION hereby certifies that:

- is:
- (1) The name and jurisdiction of formation or organization of each constituent entity is:
    - (a) Flint Ink North America Corporation, a Michigan corporation;
    - (b) Alper Ink Group, LLC, a Delaware limited liability company;
    - (c) Patriot Printing Ink Company, LLC, a Delaware limited liability company;
    - (d) Alper Dispersions Company, LLC, a Delaware limited liability company;  
and
    - (e) Progressive Ink Company, LLC, a Delaware limited liability company.

(2) An agreement of merger has been approved, adopted, certified, executed and acknowledged by and among Flint Ink North America Corporation, Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, and Progressive Ink Company, LLC in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act and Section 736 of the Business Corporation Act of the State of Michigan, respectively.

(3) The name of the surviving corporation is Flint Ink North America Corporation, a corporation of the State of Michigan.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 03:52 PM 08/21/2000  
001422669 - 2602352

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(4) The time and date on which such Merger will become effective shall be August 31, 2000, at 11:59 p.m. (the "Effective Date of Merger").

(5) The executed agreement of merger is attached hereto as Exhibit A and is on file at the principal place of business of Flint Ink North America Corporation, at 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

(6) A copy of the agreement of merger will be furnished by Flint Ink North America Corporation, on request and without cost, to any stockholder or member of Flint Ink North America Corporation, Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, or Progressive Ink Company, LLC.

(7) Flint Ink North America Corporation hereby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, or Progressive Ink Company, LLC, and Flint Ink North America Corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and a copy of such process shall be mailed by the Secretary of State to Flint Ink North America Corporation at the following address: 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

IN WITNESS WHEREOF, Flint Ink North America Corporation has caused this certificate to be signed by Leonard D. Frescoln, its authorized officer, on the 18<sup>th</sup> day of August, 2000.

FLINT INK NORTH AMERICA CORPORATION

By: 

Leonard D. Frescoln  
President

## Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), dated as of August 18, 2000, is by and between FLINT INK NORTH AMERICA CORPORATION, a Michigan corporation ("F.I.N.A."), ALPER INK GROUP, LLC, a Delaware limited liability company ("Alper Ink"), PATRIOT PRINTING INK COMPANY, LLC, a Delaware limited liability company ("Patriot Ink"), ALPER DISPERSIONS COMPANY, LLC, a Delaware limited liability company ("Alper Dispersions"), and PROGRESSIVE INK COMPANY, LLC, a Delaware limited liability company ("Progressive Ink").

WITNESSETH:

WHEREAS, Alper Ink and Patriot Ink are wholly owned by F.I.N.A. and have determined that it is in each entities best interests and the best interest of their members to merge with and into their parent, F.I.N.A., and in doing so change their domicile from the State of Delaware to the State of Michigan; and

WHEREAS, Alper Dispersions and Progressive Ink are wholly owned by Alper Ink and have determined that it is in each entities best interests and the best interest of their members to merge with and into F.I.N.A., and in doing so change their domicile from the State of Delaware to the State of Michigan; and

WHEREAS, F.I.N.A. has determined that it is in the best interests of it and its shareholder for it to merge Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink with and into F.I.N.A., with F.I.N.A. being the surviving corporation;

NOW, THEREFORE, the plan for the consummation of such merger (the "Merger") is as follows:

I. **Merging Entities and Surviving Entity:** The constituent entities are F.I.N.A., Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink (the "Constituent Entities"). Upon the Effective Date of Merger (as hereinafter defined), Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink (the "Merging Entities") shall be merged with and into, and under the charter of F.I.N.A., and F.I.N.A. shall be the surviving corporation (the "Surviving Corporation").

II. **Outstanding Interests and Shares:** As to each Constituent Entity, the outstanding interests or shares are as follows:

A. The total authorized capital stock of F.I.N.A. immediately prior to the Effective Date of Merger shall be 60,000 shares of common stock, with no par value (the "F.I.N.A. Common Stock"), of which a total of 10,000 shares shall be issued and outstanding. All of the shares of F.I.N.A. Common Stock that are issued and outstanding as of the effective record date may be voted at any meeting of shareholders of F.I.N.A.

B. Immediately prior to the Effective Date of Merger all of the membership interest of Alper Ink shall be owned by its sole member, F.I.N.A. All of the membership interest of Alper Ink outstanding may be voted at any meeting of members of Alper Ink at which this Plan of Merger is submitted for approval.

C. Immediately prior to the Effective Date of Merger all of the membership interest of Patriot Ink shall be owned by its sole member, F.I.N.A. All of the membership interest of Patriot Ink outstanding may be voted at any meeting of members of Patriot Ink at which this Plan of Merger is submitted for approval.

D. Immediately prior to the Effective Date of Merger all of the membership interest of Alper Dispersions shall be owned by its sole member, Alper Ink. All of the membership interest of Alper Dispersions outstanding may be voted at any meeting of members of Alper Dispersions at which this Plan of Merger is submitted for approval.

E. Immediately prior to the Effective Date of Merger all of the membership interest of Progressive Ink shall be owned by its sole member, Alper Ink. All of the membership interest of Progressive Ink outstanding may be voted at any meeting of members of Progressive Ink at which this Plan of Merger is submitted for approval.

**III. Merger Terms:** The terms and conditions of the Merger are as follows:

A. The Merger shall be consummated and become effective, subject to the terms and conditions of this Plan of Merger, following the filing of the Certificates of Merger in accordance with the provisions of the Michigan Business Corporation Act, as amended and the Delaware Limited Liability Company Act, as amended. The time and date on which such Merger will become effective shall be August 31, 2000, at 11:59 p.m. (the "Effective Date of Merger").

B. The merger shall be approved by the Board of Directors of F.I.N.A. in accordance with Section 736 and 703(a)2 of the Michigan Business Corporation Act, and by each sole member of Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink in accordance with Section 18-209 of the Delaware Limited Liability Company Act and each company's respective limited liability company agreements.

C. At the Effective Date of Merger:

1. The Articles of Incorporation of F.I.N.A. then in effect shall thereupon be and constitute the Articles of Incorporation of the Surviving Corporation, until the same shall thereafter be altered or amended in accordance with applicable law.

2. The By-Laws of F.I.N.A. then in effect shall thereupon be and constitute the By-Laws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed.

3. The directors of the Surviving Corporation shall be those same persons who are the directors of F.I.N.A. immediately prior to the Effective Date of Merger (all of whom shall be directors of the Surviving Corporation with the same term remaining as such persons had as directors of F.I.N.A. immediately prior to the Effective Date of Merger).

4. The officers of the Surviving Corporation shall be those same persons who are the officers, in the same capacities, of F.I.N.A. immediately prior to the Effective Date of Merger.

5. The street address of the principal place of business of the Surviving Corporation shall be: Flint Ink North America Corporation, 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

6. The resident agent and the address of the registered office of the Surviving Corporation after the merger shall be:

The Prentice-Hall Corporation System Company  
601 Abbott Road  
East Lansing, MI 48823

7. This Agreement and Plan of Merger will be furnished by F.I.N.A., the Surviving Corporation, on request and without cost to any member or shareholder of any of the Constituent Entities, and shall be placed on file at the principal place of business of the Surviving Corporation.

D. From and after the Effective Date of Merger, the separate existence of the Merging Entities shall cease and the Merging Entities shall be merged and consolidated into the Surviving Corporation, which shall possess all of the rights, privileges, powers and franchises, and shall be subject to all of the liabilities, debts and duties of each of the Constituent Entities; and all and singular the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to any of the Constituent Entities on whatever account, as well for stock subscriptions as all other things in action or belonging to any of the Constituent Entities shall, without the necessity of delivery of any deeds, bills of sale or other instruments of transfer, be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall thereafter be the property of the Surviving Corporation as they were of the several and respective Constituent Entities and the title to any real estate vested by deed or otherwise, in any of such Constituent Entities, shall not revert or be in any way impaired by reason of the Merger.

E. From and after the Effective Date of Merger, all rights of creditors and all liens upon any property of any of the Constituent Entities shall be preserved unimpaired and all debts, liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

F. From and after the Effective Date of Merger, any action or proceeding, whether civil, criminal or administrative, pending by or against any of the Constituent Entities shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of the Constituent Entity as a party thereto.

G. At the Effective Date of Merger, all of the interests of each of the Merging Entities shall be cancelled and because F.I.N.A. is the ultimate parent of the Merging

Entities (F.I.N.A. is the owner of all of the outstanding interest of Patriot Ink and Alper Ink, and Alper Ink is the owner of all of the outstanding interest of Alper Dispersions and Progressive Ink), no interest shall be converted in any manner into shares of common stock of the Surviving Corporation, nor shall any cash or other consideration be paid or delivered therefor.

H. At the Effective Date of Merger, each share of F.I.N.A. Common Stock authorized, issued and outstanding immediately prior to the Effective Date of Merger shall by virtue of the Merger and without any action on the part of any of the Constituent Entities, the Surviving Corporation or the holder thereof automatically represent an identical number of authorized, issued and outstanding shares of Common Stock of the Surviving Corporation.

I. As of the Effective Date of Merger, each certificate evidencing shares of F.I.N.A. Common Stock which have been converted into shares of Common Stock of the Surviving Corporation pursuant to Subsection H of this Article shall by virtue of the Merger and without any action on the part of any of the Constituent Entities, the Surviving Corporation or the holder thereof automatically be deemed to constitute, and shall at all times thereafter constitute, a certificate representing the number of shares of Common Stock of the Surviving Corporation into which the shares of F.I.N.A. Common Stock have been converted by the Merger.

J. Flint Ink North America Corporation hereby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, or Progressive Ink Company, LLC, and Flint Ink North America Corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and a copy of such process shall be mailed by the Secretary of State to Flint Ink North America Corporation at the following address: 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

IV. **Right to Abandon:** This Plan of Merger will be terminated and the Merger abandoned automatically upon (i) mutual agreement of the Constituent Entities; (ii) failure of the Board of F.I.N.A. or members of any Merging Entity to approve the Merger; or (iii) order of any governmental agency having such authority.

V. **Modification:** Any of the terms or conditions of this Plan of Merger may be amended or modified in whole or in part at any time by mutual agreement in writing executed by the Boards of Directors of F.I.N.A. and all of the members of the Merging Entities.

VI. **Further Assurances:** If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or rights of the Constituent Entities or otherwise to carry out the provisions hereof, the proper officers of the Constituent Entities immediately prior to the Effective Date of 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 hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the respective the Constituent Entities have executed this Agreement and Plan of Merger, all as of the day and year first above written.

FLINT INK NORTH AMERICA CORPORATION,  
a Michigan corporation

By: *Leonard D. Frescoln*  
Leonard D. Frescoln  
Its: President

ALPER INK GROUP, LLC,  
a Delaware limited liability company  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: *Leonard D. Frescoln*  
Leonard D. Frescoln  
Its: President

PATRIOT PRINTING INK COMPANY, LLC,  
a Delaware limited liability company  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: *Leonard D. Frescoln*  
Leonard D. Frescoln  
Its: President

ALPER DISPERSIONS COMPANY, LLC,  
a Delaware limited liability company  
By: ALPER INK GROUP, LLC, its sole member  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: *Leonard D. Frescoln*  
Leonard D. Frescoln  
Its: President

PROGRESSIVE INK COMPANY, LLC,  
a Delaware limited liability company  
By: ALPER INK GROUP, LLC, its sole member  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: *Leonard D. Frescoln*  
Leonard D. Frescoln  
Its: President

DELJAS173431.11181934-07601

# Michigan Department of Consumer and Industry Services

## Filing Endorsement

This is to Certify that the **CERTIFICATE OF MERGER**

for

**FLINT INK NORTH AMERICA CORPORATION**

**ID NUMBER: 537974**

received by facsimile transmission on August 21, 2000 is hereby endorsed

Filed on August 22, 2000 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Effective Date: August 31, 2000.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of August, 2000.



A handwritten signature in black ink, appearing to read "Jeffrey M. Mark".

, Director

Corporation, Securities and Land Development Bureau

Sent by Facsimile Transmission 27846

TRADEMARK  
REEL: 2429 FRAME: 0755



<b>MICHIGAN DEPARTMENT OF CONSUMER &amp; INDUSTRY SERVICES CORPORATION AND LAND DEVELOPMENT BUREAU</b>										
Date Received	(FOR BUREAU USE ONLY)									
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.										
<table border="1" style="width: 100%;"> <tr> <td colspan="3">Name Bruce D. Birghauer</td> </tr> <tr> <td colspan="3">Address 150 West Jefferson Ave, Suite 2500</td> </tr> <tr> <td>City Detroit</td> <td>State Michigan</td> <td>Zip Code 48228</td> </tr> </table>		Name Bruce D. Birghauer			Address 150 West Jefferson Ave, Suite 2500			City Detroit	State Michigan	Zip Code 48228
Name Bruce D. Birghauer										
Address 150 West Jefferson Ave, Suite 2500										
City Detroit	State Michigan	Zip Code 48228								
EFFECTIVE DATE:										
Expiration date for new assumed names: December 31.										
Expiration date for transferred assumed names appear in item B										
Document will be returned to the name and address you enter above If left blank document will be mailed to the registered office.										

## CERTIFICATE OF MERGER

### Cross Entity Merger for use by Profit Corporations, Limited Liability Companies and Limited Partnerships

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger.

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent entity and its identification number is:

<u>FLINT INK NORTH AMERICA CORPORATION</u>	637974
<u>PROGRESSIVE INK COMPANY, LLC</u>	890087
<u>ALPER INK GROUP, LLC</u>	
<u>PATRIOT PRINTING INK COMPANY, LLC</u>	
<u>ALPER DISPERSIONS COMPANY, LLC</u>	

b. The name of the surviving (new) entity and its identification number is:

<u>FLINT INK NORTH AMERICA CORPORATION</u>	637974
--	--------

Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:

Flint Ink North America Corporation, 4400 Arrowhead Drive, Ann Arbor, Michigan 48106

2. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger (consolidation) shall be effective on the 31<sup>st</sup> day of August, 2000 at 11:59 p.m.

3. Complete for Profit Corporations only

For each constituent stock corporation, state:

Name of Corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Flint Ink North America Corporation	10,000	All Common - 10,000	All Common - 10,000

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows: N/A

The manner and basis of converting shares are as follows:

Pursuant to the merger, all of the interests of each of Alper Inc Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersion Company, LLC, and Progressive Ink Company, LLC, (the "Merging Entities") shall be cancelled and because Flint Ink North America Corporation ("F.I.N.A.") is the ultimate parent of all the Merging Entities (F.I.N.A. is the owner of all of the outstanding interest of Patriot Ink and Alper Ink, and Alper Ink is the owner of all of the outstanding interest of Alper Dispersion and Progressive Ink), no interest shall be converted in any manner into shares of common stock of the Surviving Corporation, nor shall any cash or other consideration be paid or delivered therefor.

Each share of F.I.N.A. Common Stock authorized, issued and outstanding immediately prior to the Effective Date of Merger shall by virtue of the Merger automatically represent an identical number of authorized, issued and outstanding shares of Common Stock of the surviving corporation.

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

None.

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

(a) The Plan of Merger was approved by the majority consent of the incorporators of \_\_\_\_\_, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

_____ (Signature of Incorporator)	_____ (Type or Print Name)	_____ (Signature of Incorporator)	_____ (Type or Print Name)
_____ (Signature of Incorporator)	_____ (Type or Print Name)	_____ (Signature of Incorporator)	_____ (Type or Print Name)

b) The plan of merger was approved by:

- the Board of Directors of Flint Ink North America Corporation, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act
- the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act

By *[Signature]*  
 (Signature of Authorized Officer or Agent)  
 Leonard D. Frescoln, President  
 (Type or print name)  
 FLINT INK NORTH AMERICA CORPORATION  
 (Name of Corporation)

By \_\_\_\_\_  
 (Signature of Authorized Officer or Agent)  
 \_\_\_\_\_  
 (Type or print name)  
 \_\_\_\_\_  
 (Name of Corporation)

4. Complete for any Limited Liability Companies only

Check one of the following: N/A

- There are no changes to be made to the Articles of Organization of the surviving limited liability company.
- The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be effected by the merger are as follows:

The manner and basis of converting the membership interests are as follows:  
 See 3 above.

The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

The Plan of Merger was approved by members of each domestic limited liability company in accordance with section 705a(5) and by each constituent business organization in the manner provided by the laws of the jurisdiction in which it is organized.

For each limited liability company involved in the merger, this document is signed in accordance with Section 103 of the Act.

Signed this 10th day of August, 2000

By *L.D. Frescoln*  
(Signature of Member or Manager)

Alper Ink Group, LLC, its sole member by Flint Ink North America Corporation, its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

PROGRESSIVE INK COMPANY, LLC  
(Name of Limited Liability Company)

By *L.D. Frescoln*  
(Signature of Member or Manager)

Flint Ink North America Corporation its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

ALPER INK GROUP, LLC  
(Name of Limited Liability Company)

By *L.D. Frescoln*  
(Signature of Member or Manager)

Flint Ink North America Corporation its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

PATRIOT PRINTING INK COMPANY, LLC  
(Name of Limited Liability Company)

By *L.D. Frescoln*  
(Signature of Member or Manager)

Alper Ink Group, LLC, its sole member by Flint Ink North America Corporation, its sole member by Leonard D. Frescoln, President  
(Type or Print Name)

ALPER DISPERSIONS COMPANY, LLC  
(Name of Limited Liability Company)



State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, 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:

"ALPER DISPERSIONS COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"ALPER INK GROUP, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"PATRIOT PRINTING INK COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"PROGRESSIVE INK COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "FLINT INK NORTH AMERICA CORPORATION" UNDER THE NAME OF "FLINT INK NORTH AMERICA CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF AUGUST, A.D. 2000, AT 3:52 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2000.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3278011 6100M

AUTHENTICATION: 0633233

001422663

DATE: 08-22-00

TRADEMARK  
REEL: 2429 FRAME: 0761

**CERTIFICATE OF MERGER**  
**OF**  
**ALPER INK GROUP, LLC;**  
**PATRIOT PRINTING INK COMPANY, LLC;**  
**ALPER DISPERSIONS COMPANY, LLC; AND**  
**PROGRESSIVE INK COMPANY, LLC**  
**INTO**  
**FLINT INK NORTH AMERICA CORPORATION**

(UNDER SECTION 18-209 OF THE  
DELAWARE LIABILITY COMPANY ACT)

FLINT INK NORTH AMERICA CORPORATION hereby certifies that:

(1) The name and jurisdiction of formation or organization of each constituent entity is:

- (a) Flint Ink North America Corporation, a Michigan corporation;
- (b) Alper Ink Group, LLC, a Delaware limited liability company;
- (c) Patriot Printing Ink Company, LLC, a Delaware limited liability company;
- (d) Alper Dispersions Company, LLC, a Delaware limited liability company;  
and
- (e) Progressive Ink Company, LLC, a Delaware limited liability company.

(2) An agreement of merger has been approved, adopted, certified, executed and acknowledged by and among Flint Ink North America Corporation, Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, and Progressive Ink Company, LLC in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act and Section 736 of the Business Corporation Act of the State of Michigan, respectively.

(3) The name of the surviving corporation is Flint Ink North America Corporation, a corporation of the State of Michigan.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 03:52 PM 08/21/2000  
001422663 - 2602352

**TRADEMARK**  
**REEL: 2429 FRAME: 0762**

(4) The time and date on which such Merger will become effective shall be August 31, 2000, at 11:59 p.m. (the "Effective Date of Merger").

(5) The executed agreement of merger is attached hereto as Exhibit A and is on file at the principal place of business of Flint Ink North America Corporation, at 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

(6) A copy of the agreement of merger will be furnished by Flint Ink North America Corporation, on request and without cost, to any stockholder or member of Flint Ink North America Corporation, Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, or Progressive Ink Company, LLC.

(7) Flint Ink North America Corporation hereby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, or Progressive Ink Company, LLC, and Flint Ink North America Corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and a copy of such process shall be mailed by the Secretary of State to Flint Ink North America Corporation at the following address: 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

IN WITNESS WHEREOF, Flint Ink North America Corporation has caused this certificate to be signed by Leonard D. Frescoln, its authorized officer, on the 18<sup>th</sup> day of August, 2000.

FLINT INK NORTH AMERICA CORPORATION

By: 

Leonard D. Frescoln  
President



## Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), dated as of August 18, 2000, is by and between FLINT INK NORTH AMERICA CORPORATION, a Michigan corporation ("F.I.N.A."), ALPER INK GROUP, LLC, a Delaware limited liability company ("Alper Ink"), PATRIOT PRINTING INK COMPANY, LLC, a Delaware limited liability company ("Patriot Ink"), ALPER DISPERSIONS COMPANY, LLC, a Delaware limited liability company ("Alper Dispersions"), and PROGRESSIVE INK COMPANY, LLC, a Delaware limited liability company ("Progressive Ink").

WITNESSETH:

WHEREAS, Alper Ink and Patriot Ink are wholly owned by F.I.N.A. and have determined that it is in each entities best interests and the best interest of their members to merge with and into their parent, F.I.N.A., and in doing so change their domicile from the State of Delaware to the State of Michigan; and

WHEREAS, Alper Dispersions and Progressive Ink are wholly owned by Alper Ink and have determined that it is in each entities best interests and the best interest of their members to merge with and into F.I.N.A., and in doing so change their domicile from the State of Delaware to the State of Michigan; and

WHEREAS, F.I.N.A. has determined that it is in the best interests of it and its shareholder for it to merge Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink with and into F.I.N.A., with F.I.N.A. being the surviving corporation;

NOW, THEREFORE, the plan for the consummation of such merger (the "Merger") is as follows:

I. **Merging Entities and Surviving Entity:** The constituent entities are F.I.N.A., Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink (the "Constituent Entities"). Upon the Effective Date of Merger (as hereinafter defined), Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink (the "Merging Entities") shall be merged with and into, and under the charter of F.I.N.A., and F.I.N.A. shall be the surviving corporation (the "Surviving Corporation").

II. **Outstanding Interests and Shares:** As to each Constituent Entity, the outstanding interests or shares are as follows:

A. The total authorized capital stock of F.I.N.A. immediately prior to the Effective Date of Merger shall be 60,000 shares of common stock, with no par value (the "F.I.N.A. Common Stock"), of which a total of 10,000 shares shall be issued and outstanding. All of the shares of F.I.N.A. Common Stock that are issued and outstanding as of the effective record date may be voted at any meeting of shareholders of F.I.N.A.

B. Immediately prior to the Effective Date of Merger all of the membership interest of Alper Ink shall be owned by its sole member, F.I.N.A. All of the membership interest of Alper Ink outstanding may be voted at any meeting of members of Alper Ink at which this Plan of Merger is submitted for approval.

C. Immediately prior to the Effective Date of Merger all of the membership interest of Patriot Ink shall be owned by its sole member, F.I.N.A. All of the membership interest of Patriot Ink outstanding may be voted at any meeting of members of Patriot Ink at which this Plan of Merger is submitted for approval.

D. Immediately prior to the Effective Date of Merger all of the membership interest of Alper Dispersions shall be owned by its sole member, Alper Ink. All of the membership interest of Alper Dispersions outstanding may be voted at any meeting of members of Alper Dispersions at which this Plan of Merger is submitted for approval.

E. Immediately prior to the Effective Date of Merger all of the membership interest of Progressive Ink shall be owned by its sole member, Alper Ink. All of the membership interest of Progressive Ink outstanding may be voted at any meeting of members of Progressive Ink at which this Plan of Merger is submitted for approval.

III. **Merger Terms:** The terms and conditions of the Merger are as follows:

A. The Merger shall be consummated and become effective, subject to the terms and conditions of this Plan of Merger, following the filing of the Certificates of Merger in accordance with the provisions of the Michigan Business Corporation Act, as amended and the Delaware Limited Liability Company Act, as amended. The time and date on which such Merger will become effective shall be August 31, 2000, at 11:59 p.m. (the "Effective Date of Merger").

B. The merger shall be approved by the Board of Directors of F.I.N.A. in accordance with Section 736 and 703(a)2 of the Michigan Business Corporation Act, and by each sole member of Alper Ink, Patriot Ink, Alper Dispersions, and Progressive Ink in accordance with Section 18-209 of the Delaware Limited Liability Company Act and each company's respective limited liability company agreements.

C. At the Effective Date of Merger:

1. The Articles of Incorporation of F.I.N.A. then in effect shall thereupon be and constitute the Articles of Incorporation of the Surviving Corporation, until the same shall thereafter be altered or amended in accordance with applicable law.

2. The By-Laws of F.I.N.A. then in effect shall thereupon be and constitute the By-Laws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed.

3. The directors of the Surviving Corporation shall be those same persons who are the directors of F.I.N.A. immediately prior to the Effective Date of Merger (all of whom shall be directors of the Surviving Corporation with the same term remaining as such persons had as directors of F.I.N.A. immediately prior to the Effective Date of Merger).

4. The officers of the Surviving Corporation shall be those same persons who are the officers, in the same capacities, of F.I.N.A. immediately prior to the Effective Date of Merger.

5. The street address of the principal place of business of the Surviving Corporation shall be: Flint Ink North America Corporation, 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

6. The resident agent and the address of the registered office of the Surviving Corporation after the merger shall be:

The Prentice-Hall Corporation System Company  
601 Abbott Road  
East Lansing, MI 48823

7. This Agreement and Plan of Merger will be furnished by F.I.N.A., the Surviving Corporation, on request and without cost to any member or shareholder of any of the Constituent Entities, and shall be placed on file at the principal place of business of the Surviving Corporation.

D. From and after the Effective Date of Merger, the separate existence of the Merging Entities shall cease and the Merging Entities shall be merged and consolidated into the Surviving Corporation, which shall possess all of the rights, privileges, powers and franchises, and shall be subject to all of the liabilities, debts and duties of each of the Constituent Entities; and all and singular the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to any of the Constituent Entities on whatever account, as well for stock subscriptions as all other things in action or belonging to any of the Constituent Entities shall, without the necessity of delivery of any deeds, bills of sale or other instruments of transfer, be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall thereafter be the property of the Surviving Corporation as they were of the several and respective Constituent Entities and the title to any real estate vested by deed or otherwise, in any of such Constituent Entities, shall not revert or be in any way impaired by reason of the Merger.

E. From and after the Effective Date of Merger, all rights of creditors and all liens upon any property of any of the Constituent Entities shall be preserved unimpaired and all debts, liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

F. From and after the Effective Date of Merger, any action or proceeding, whether civil, criminal or administrative, pending by or against any of the Constituent Entities shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of the Constituent Entity as a party thereto.

G. At the Effective Date of Merger, all of the interests of each of the Merging Entities shall be cancelled and because F.I.N.A. is the ultimate parent of the Merging

Entities (F.I.N.A. is the owner of all of the outstanding interest of Patriot Ink and Alper Ink, and Alper Ink is the owner of all of the outstanding interest of Alper Dispersions and Progressive Ink), no interest shall be converted in any manner into shares of common stock of the Surviving Corporation, nor shall any cash or other consideration be paid or delivered therefor.

H. At the Effective Date of Merger, each share of F.I.N.A. Common Stock authorized, issued and outstanding immediately prior to the Effective Date of Merger shall by virtue of the Merger and without any action on the part of any of the Constituent Entities, the Surviving Corporation or the holder thereof automatically represent an identical number of authorized, issued and outstanding shares of Common Stock of the Surviving Corporation.

I. As of the Effective Date of Merger, each certificate evidencing shares of F.I.N.A. Common Stock which have been converted into shares of Common Stock of the Surviving Corporation pursuant to Subsection H of this Article shall by virtue of the Merger and without any action on the part of any of the Constituent Entities, the Surviving Corporation or the holder thereof automatically be deemed to constitute, and shall at all times thereafter constitute, a certificate representing the number of shares of Common Stock of the Surviving Corporation into which the shares of F.I.N.A. Common Stock have been converted by the Merger.

J. Flint Ink North America Corporation hereby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Alper Ink Group, LLC, Patriot Printing Ink Company, LLC, Alper Dispersions Company, LLC, or Progressive Ink Company, LLC, and Flint Ink North America Corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and a copy of such process shall be mailed by the Secretary of State to Flint Ink North America Corporation at the following address: 4600 Arrowhead Drive, Ann Arbor, Michigan 48105.

IV. **Right to Abandon:** This Plan of Merger will be terminated and the Merger abandoned automatically upon (i) mutual agreement of the Constituent Entities; (ii) failure of the Board of F.I.N.A. or members of any Merging Entity to approve the Merger; or (iii) order of any governmental agency having such authority.

V. **Modification:** Any of the terms or conditions of this Plan of Merger may be amended or modified in whole or in part at any time by mutual agreement in writing executed by the Boards of Directors of F.I.N.A. and all of the members of the Merging Entities.

VI. **Further Assurances:** If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or rights of the Constituent Entities or otherwise to carry out the provisions hereof, the proper officers of the Constituent Entities immediately prior to the Effective Date of 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 hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the respective the Constituent Entities have executed this Agreement and Plan of Merger, all as of the day and year first above written.

FLINT INK NORTH AMERICA CORPORATION,  
a Michigan corporation.

By: [Signature]  
Leonard D. Frescoln  
Its: President

ALPER INK GROUP, LLC,  
a Delaware limited liability company  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: [Signature]  
Leonard D. Frescoln  
Its: President

PATRIOT PRINTING INK COMPANY, LLC,  
a Delaware limited liability company  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: [Signature]  
Leonard D. Frescoln  
Its: President

ALPER DISPERSIONS COMPANY, LLC,  
a Delaware limited liability company  
By: ALPER INK GROUP, LLC, its sole member  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: [Signature]  
Leonard D. Frescoln  
Its: President

PROGRESSIVE INK COMPANY, LLC,  
a Delaware limited liability company  
By: ALPER INK GROUP, LLC, its sole member  
By: FLINT INK NORTH AMERICA CORPORATION, its sole member

By: [Signature]  
Leonard D. Frescoln  
Its: President

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