

06-06-2002
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RE

TO: The Commissioner of Patents and Trademarks: Please record

original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # 6-3-02

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
01 01 97

Conveying Party Mark if additional names of conveying parties attached.

Name Warren Tool Group, Inc. Execution Date
Month Day Year
12 20 96

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached.

Name Wilton Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 South Hicks Road

Address (line 2) _____

Address (line 3) Palatine Illinois 60067
City State Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Colorado

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

06/05/2002 LNUELLER 00000123 061135 761312
01 FC:481 40.00 CH
02 FC:482 300.00 CH

FOR OFFICE USE ONLY

Public burden reporting this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

TRADEMARK
REEL: 2518 FRAME: 0716

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 312-577-7000

Name Edward E. Clair

Address (line 1) Fitch, Even, Tabin & Flannery

Address (line 2) 120 South LaSalle Street, Suite 1600

Address (line 4) Chicago, Illinois 60603

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 12

Trademark Application Number(s) or Registration Number(s) [X] Mark if additional numbers attached.
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			Attached List		

Number of Properties Enter the total number of properties involved. # 13

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 340

Method of Payment: Enclosed [] Deposit Account [X]
(Enter for payment by deposit account or if additional fees can be charged to the account.)

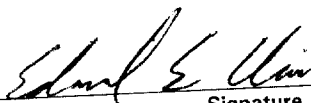
Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes [X] No []

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Edward E. Clair
Name of Person Signing


Signature

05/22/02
Date Signed

U.S. TRADEMARK REGISTRATIONS

	Registration No.	Registration Date	Mark	Atty Docket No.
1.	761,312	December 10, 1963	SUPER-JUNIOR	7203/71397
2.	294,181	May 24, 1932	SUPERCLAMP	7203/71396
3.	1,164,408	August 11, 1981	PERMA-PAD	7203/71394
4.	587,599	March 30, 1954	JUNIOR	7203/71393
5.	505,397	January 4, 1949	HARGRAVE	7203/71392
6.	1,035,565	March 9, 1976	HARGRAVE	7203/71391
7.	1,244,225	July 5, 1983	HARGRAVE	7203/71390
8.	1,448,141	July 21, 1987	H & Design	7203/71389
9.	2,069,653	June 10, 1997	COLUMBIAN	7203/71387
10.	1,955,746	February 13, 1996	COLUMBIAN (Styalized)	7203/71386
11.	1,554,418	September 5, 1989	BRINK AND COTTON	7203/71383
12.	1,535,019	April 18, 1989	Stylized Letters "BC" & Design	7203/71382
13.	2,049,275	April 1, 1997	WARREN TOOL GROUP	7203/72667

Delaware

PAGE 1

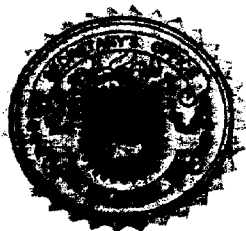
The First State

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

"WARREN TOOL GROUP, INC.", A DELAWARE CORPORATION,

WITH AND INTO "WILTON CORPORATION" UNDER THE NAME OF "WILTON CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF COLORADO, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1996, AT 6 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JANUARY, A.D. 1997.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2439579 3100M

020134067

AUTHENTICATION: 1679689

DATE: 03-21-02

TRADEMARK
REEL: 2518 FRAME: 0719

CERTIFICATE OF OWNERSHIP AND MERGER

of

Warren Tool Group, Inc.
(a Delaware corporation)

into

Wilton Corporation
(a Colorado corporation)

It is hereby certified that:

1. Warren Tool Group, Inc. ("Subsidiary") is a business corporation of the State of Delaware.
2. Wilton Corporation, a Colorado corporation ("Parent"), is the owner of all of the outstanding shares of the capital stock of Subsidiary.
3. Subsidiary shall be merged with and into Parent (the "Merger") pursuant to the Agreement and Plan of Merger dated December 20, 1996, adopted by the sole stockholder of Subsidiary and the board of directors of Parent and Subsidiary, respectively.
4. The Merger shall become effective at 12:01 a.m. Central Time on January 1, 1997.
5. The following is a copy of the resolutions adopted on December 20, 1996, by the board of directors of Parent, in connection with the Merger:

RESOLVED, that the merger of the Corporation with its subsidiary Warren Tool Group, Inc. ("Subsidiary"), upon the terms and conditions set forth in the Agreement and Plan of Merger between the Corporation and Subsidiary (the "Merger Agreement") presented to the board of directors and attached hereto as Exhibit A, be and the same is hereby approved;

FURTHER RESOLVED, that the terms and provisions of the Merger Agreement in the form presented to the board of directors and attached hereto, be and the same are hereby approved;

FURTHER RESOLVED, that the President and any Vice President of the Corporation be, and each of them individually hereby is, authorized and empowered, for, and in the name of, and on behalf of the Corporation, to execute and deliver the Merger Agreement, in the form of the agreement presented to the board of directors, with such changes therein, which changes may be substantial, as may be approved by the officer executing

such agreement, in his discretion, his approval to be conclusively evidenced by execution and delivery of such agreement; and

FURTHER RESOLVED, that the President and any Vice President of the Corporation be, and each of them individually hereby is, authorized to do any and all such acts and things and to execute and deliver any and all such instruments and documents as they may deem necessary and appropriate in order to carry out any obligations of the Corporation under the Merger Agreement and to carry out the intent and purposes of these resolutions, such authority to continue after the effectiveness of the merger. All such actions heretofore taken by such officers relating to the matters hereinabove mentioned are hereby ratified, confirmed and approved.

6. Parent hereby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligations of Subsidiary in Delaware, as well as for enforcement of any obligations of the surviving corporation arising from the Merger.

7. Parent irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any suit or other proceeding, which agent may forward such service of process to Wilton Corporation, 300 South Hicks Road, Palatine, Illinois 60067.

Signed on December 20, 1996

WILTON CORPORATION

By:


Charles J. Vogl, President

ATTEST:

By:

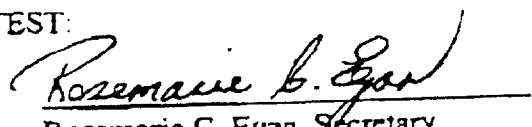

Rosemarie C. Egan, Secretary

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER, dated as of December 20, 1996, by and between **Wilton Corporation**, a Colorado corporation ("Parent"), and its wholly owned subsidiary **Warren Tool Group, Inc.**, a Delaware corporation ("Subsidiary"), said corporations being hereinafter referred to collectively as the "Constituent Corporations."

WITNESSETH

WHEREAS, the authorized capital stock of Subsidiary consists of 10,000 shares of common stock ("Subsidiary Common Stock"), par value \$1.00 per share, 1,000 shares of which are issued and outstanding and owned by Parent;

WHEREAS, it is the intent of this Merger Agreement that the merger provided for herein (the "Merger") shall be pursuant to the Colorado Business Corporation Act and the Delaware General Corporation Law, and shall qualify as a liquidation as defined in Section 332(a) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Boards of Directors of the Constituent Corporations deem the Merger advisable and in the best interests of the Constituent Corporations and their respective stockholders; and

WHEREAS, the Boards of Directors of the Constituent Corporations have duly adopted resolutions approving this Merger Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, and such other provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

In accordance with the provisions of this Merger Agreement and Section 7-111-104 of the Colorado Business Corporation Act, at the Effective Time of the Merger (as herein defined), Subsidiary shall be merged with and into Parent (hereinafter sometimes referred to as, the "Surviving Corporation"). The name of the Surviving Corporation from and after the Effective Time of the Merger shall continue to be Wilton Corporation.

ARTICLE II

The Merger shall become effective (the "Effective Time of the Merger") at 12:01 a.m. Central Time on January 1, 1997.

ARTICLE III

At the Effective Time of the Merger, the 1,000 shares of Subsidiary Common Stock outstanding shall, by virtue of the Merger and without any action on the part of Parent or Subsidiary, be retired and canceled and no cash or other property shall be issued in respect thereof.

ARTICLE IV

From and after the Effective Time of the Merger, the Articles of Incorporation of Parent in effect at the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation, until thereafter amended.

ARTICLE V

Section 1. The Bylaws of Parent in effect at the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation from and after the Effective Time of the Merger until further altered, amended or repealed.

Section 2. From and after the Effective Time of the Merger, the directors and officers of Parent immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation. Each such person shall hold office from and after the Effective Time of the Merger until his successor is duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and the Bylaws of the Surviving Corporation, or as otherwise provided by law.

Section 3. If at the Effective Time of the Merger a vacancy shall exist on the Board of Directors or in any of the offices of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by the Bylaws of the Surviving Corporation or as otherwise provided by law.

ARTICLE VI

This Merger Agreement may be terminated or abandoned by the Board of Directors of Parent or Subsidiary at any time prior to the filing of the Articles of Merger.

ARTICLE VII

At the Effective Time of the Merger, the separate existence of Subsidiary shall cease, and the corporate existence and identity of Parent, as the Surviving Corporation, shall continue under the name Wilton Corporation. The Surviving Corporation shall thereupon succeed, without other transfer, to all the rights and property of Subsidiary and shall be subject to all of the debts, liabilities and duties of Subsidiary in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of each of the Constituent Corporations shall be preserved unimpaired. Any action or proceeding pending by or against Subsidiary may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in the place of Subsidiary.

ARTICLE VIII

From time to time at and after the Effective Time of the Merger, as and when requested by the Surviving Corporation, or by its successors or assigns, Subsidiary shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, and its successors and assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, and its successors or assigns, title to and possession of all the rights and property referred to in Article VII hereof and otherwise to carry out the intent and purposes of this Merger Agreement. If the Surviving Corporation shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of Subsidiary acquired by the Surviving Corporation pursuant to this Merger Agreement, the officers of the Surviving Corporation at that time are hereby specifically authorized as attorneys-in-fact of Subsidiary (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of Subsidiary or the Surviving Corporation or otherwise, as such officers shall deem necessary or appropriate to accomplish such end.

ARTICLE IX

For the convenience of the parties hereto and to facilitate the filing of this Merger Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Except as otherwise specifically provided herein, nothing expressed or implied in this Merger Agreement is intended, or shall be construed, to confer upon or give any person, firm

U.S. TRADEMARK REGISTRATIONS

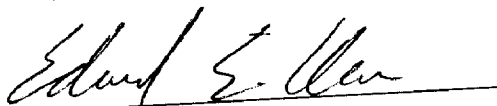
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4.	587,599	March 30, 1954	JUNIOR	7203/71393
5.	505,397	January 4, 1949	HARGRAVE	7203/71392
6.	1,035,565	March 9, 1976	HARGRAVE	7203/71391
7.	1,244,225	July 5, 1983	HARGRAVE	7203/71390
8.	1,448,141	July 21, 1987	H & Design	7203/71389
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12.	1,535,019	April 18, 1989	Stylized Letters "BC" & Design	7203/71382
13.	2,049,275	April 1, 1997	WARREN TOOL GROUP	7203/72667

Enclosed herewith are a certificate of merger and Recordation Form Cover Sheets for recording the above-identified transaction for these trademarks. The Recordation Form Cover Sheet authorizes the Commissioner to charge three hundred forty dollars (\$340.00) to Deposit Account No. 06-1135 to cover the recording fee required under 37 C.F.R. §2.6(b)6.

The Commissioner is further authorized to charge any additional fees which may be required in this proceeding during its entire pendency, or credit any overpayment, to Deposit Account No. 06-1135. Please return the enclosed documents to us once they have been recorded.

Respectfully Submitted,

FITCH, EVEN, TABIN & FLANNERY


Edward E. Clair

Encl.
1-5/88