

09-17-2002

Substitute Form PTO-1594
Attorney Docket No.: 00653-001001

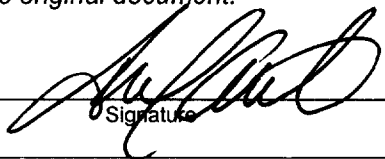
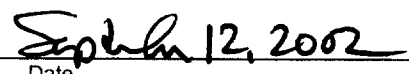
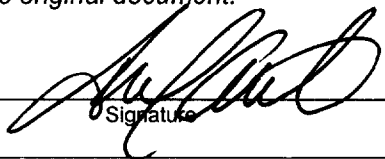
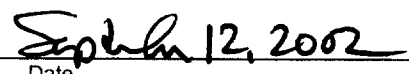
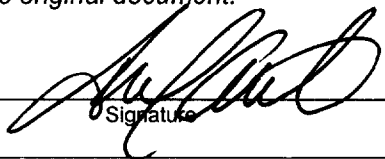
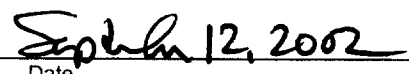
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HEET

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Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies): Wolverine Corporation 9-12-02 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation—State <u>Massachusetts</u> <input type="checkbox"/> Other _____ Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Wolverine Acquisition Corp. 51 East Main Street Merrimac, MA 01860 <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation—State <u>Delaware</u> <input type="checkbox"/> Other _____ If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Certificate of Ownership and Merger Execution Date: 08/30/1991						
4. Application number(s) or trademark number(s): A. Trademark Application No(s): B. Trademark No(s): <u>1,258,466</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RECEIVED SEP 12 2 47 PM '02 TRADEMARK SECTION				
5. Name/address of party to whom correspondence concerning document should be mailed: TIMOTHY A. FRENCH Fish & Richardson P.C. 225 Franklin Street Boston, Massachusetts 02110-2804		6. Total number of applications and registrations involved: 7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.				
DO NOT USE THIS SPACE						
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;"> Timothy A. French Name of Person Signing </td> <td style="width: 40%; border: none; text-align: center;">  Signature </td> <td style="width: 30%; border: none; text-align: right;">  Date </td> </tr> </table>				Timothy A. French Name of Person Signing	 Signature	 Date
Timothy A. French Name of Person Signing	 Signature	 Date				
Total number of pages including cover sheet, attachments, and document: 17						

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CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL 947911534 US

Date of Deposit: September 12, 2002

TRADEMARK
REEL: 2582 FRAME: 0878

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
WOLVERINE CORPORATION
(A Massachusetts Corporation)
INTO
WOLVERINE ACQUISITION CORPORATION
(A Delaware Corporation)**

It is hereby certified as follows:

1. Wolverine Acquisition Corp. (hereinafter sometimes referred to as the "Corporation") is a business corporation organized under the laws of the State of Delaware.
2. The Corporation is the owner of all of the issued and outstanding shares of capital stock of Wolverine Corporation ("Wolverine"), a business corporation organized under the laws of the Commonwealth of Massachusetts.
3. The laws of the jurisdiction of organization of Wolverine permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.
4. The Corporation hereby merges Wolverine with and into the Corporation.
5. The following is a copy of the resolutions adopted on August 30, 1991 by the sole Director of the Corporation to merge the said Wolverine with and into the Corporation:

RESOLVED: That Wolverine Corporation be merged with and into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of Wolverine Corporation be vested in and held and enjoyed by this Corporation as fully and entirely and without change or

diminution as the same were before held and enjoyed by Wolverine Corporation in its name.

RESOLVED: That this Corporation assume all of the obligations of Wolverine Corporation.

RESOLVED: That this Corporation approve, adopt and enter into (i) an Agreement of Merger (the "Agreement") between this Corporation and Wolverine Corporation in substantially the form attached hereto as Exhibit A.

FURTHER

RESOLVED: That the Agreement be submitted to the sole stockholder of this Corporation for ratification and approval by written consent of the sole stockholder.

FURTHER

RESOLVED: Subject to the approval of the sole stockholder of this Corporation, that the president, the treasurer, any vice-president, the secretary and any assistant secretary of this corporation, and each of them acting singly, is hereby authorized to execute and deliver in the name and on behalf of this Corporation, and if requested under its corporate seal, (i) the Agreement in substantially the form attached hereto as Exhibit A, with such changes therein as may be approved by the officer or officers executing the same, the execution thereof to be conclusive evidence of such approval, and (ii) any related certificate of ownership and merger in such form as may be approved by the officer or officers executing the same, the execution thereof to be conclusive evidence of such approval.

FURTHER

RESOLVED: That this Corporation shall, effective upon the filing of the Certificate of Ownership and Merger, change its corporate name to WOLVERINE (MASSACHUSETTS) CORPORATION.

FURTHER

RESOLVED: That the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions shall be August 30, 1991, and that, insofar as the General Corporation Law of the State of Delaware shall govern the same, said time shall be the effective merger time.

FURTHER

RESOLVED: That the president, the treasurer, any vice-president, the secretary and any assistant secretary of this Corporation, and each of them acting singly, is hereby authorized and directed to execute and deliver any agreements, instruments and documents and to take such other action as he shall determine to be necessary or appropriate to carry out the purpose of the delivery of any such agreement, instrument, or documents, and the taking of any such other action by any of them, shall be conclusive evidence that the same was authorized and ratified hereby.

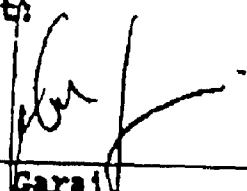
EXECUTED on the 30th day of August, 1991.

WOLVERINE ACQUISITION CORP.

By: _____


Deepak S. Kulkarni
President

Attest:



Gabor Garai
Assistant Secretary

AGREEMENT OF MERGER

MERGING

WOLVERINE CORPORATION

WITH AND INTO

WOLVERINE ACQUISITION CORP.

AGREEMENT OF MERGER (this "Agreement") dated this 30th day of August, 1991 between Wolverine Corporation, a corporation organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts ("Wolverine"), and Wolverine Acquisition Corp., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("WAC").

WITNESSETH

WHEREAS, all of the issued and outstanding stock of Wolverine is held by WAC.

WHEREAS, Wolverine and WAC (individually sometimes called a "Constituent Corporation" and collectively sometimes called the "Constituent Corporations"), acting through their respective Boards of Directors, deem it advisable and generally in the best interests of the Constituent Corporations that Wolverine be merged with and into WAC under and pursuant to the terms and conditions of this Agreement;

WHEREAS, the total number of shares which Wolverine is authorized to issue is 3,300 shares of common stock, no par value,

of which, 725 shares are now issued, outstanding and entitled to vote.

WHEREAS, the total number of shares which WAC is authorized to issue is 150,000 shares of common stock, \$.01 par value per share, of which 1,085 shares are now issued outstanding and entitled to vote.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement, in consideration of their mutual covenants, agreements and provisions contained in this Agreement, have agreed and do hereby agree each with the other that Wolverine be merged with and into WAC, and do hereby agree upon and prescribe the terms and conditions of such merger (the "Merger"), and the mode of carrying them into effect as follows:

1. Wolverine hereby merges into itself WAC. WAC shall be the surviving corporation (sometimes called the "Surviving Corporation") and shall continue to be organized under the laws of the State of Delaware.

2. From and after the Effective Date of the Merger, (as such term is defined in Section 5) the Surviving Corporation shall change its name and shall be known as "Wolverine (Massachusetts) Corporation."

3. From and after the Effective Date of the Merger (as such term is defined in Section 5), the Certificate of Incorporation and By-laws of WAC shall be the Certificate of Incorporation and By-

Laws, respectively, of the Surviving Corporation. The Surviving Corporation reserves the right to further amend, alter, change or repeal after the Effective Date of the Merger any provision of its Certificate of Incorporation or By-Laws, and all rights conferred in this Agreement are subject to such reserved power. From and after the Effective Date of the Merger, the Directors and officers of WAC in office immediately prior to the Effective Date of the Merger shall be the Directors and officers, respectively, of the Surviving Corporation, each such Director or officer to serve until his successor is elected or appointed according to the By-Laws of the Surviving Corporation.

4. The manner of converting the outstanding shares of the capital stock of Wolverine into the shares of WAC shall be as follows: The shares of common stock of Wolverine issued and outstanding on the date hereof shall, without any further action on the part of anyone, be cancelled on and as of the Effective Date of Merger.

5. This Agreement shall be submitted to the Board of Directors and shareholders of each Constituent Corporation as and to the extent provided by law. After such adoption or approval, this Agreement (or a certificate of merger) shall be filed with such offices and in such manner as is required by the laws of the State of Delaware and the laws of the Commonwealth of Massachusetts. The "Effective Date of the Merger" shall be deemed

to be the date on which this Agreement and/or any requisite certificate or other document necessary to perfect the merger is filed in the appropriate offices of the State of Delaware and the Commonwealth of Massachusetts or on such other date as may be fixed or required by the laws of such states after such filing. This Agreement may be executed in any number of counterparts, and each such counterpart shall be and constitute an original instrument.

6. Upon the Effective Date of the Merger, the effect of the Merger shall be as provided in the Delaware General Corporation Law and the Massachusetts Business Corporation Law. Without limiting the generality of the preceding sentence, and subject thereto, upon and after the Effective Date of the Merger: the separate existence of Wolverine shall cease (except insofar as it may be continued by law), and Wolverine shall be merged with and into WAC, as the Surviving Corporation, in accordance with the provisions of this Agreement, and (a) the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and a private nature and be subject to all the restrictions, disabilities and duties of both Constituent Corporations, (b) the Surviving Corporation shall be vested with all property, real, personal and mixed, and all debts due to both Constituent Corporations on whatever account, and (c) all property, rights and privileges, powers and franchises of both Constituent Corporations, and every other interest therein, shall be thereafter

as effectually the property of the Surviving Corporation as they were of such Constituent Corporation, and the title to any real estate, whether by deed or otherwise, vested in either Constituent Corporation shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon the property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of both Constituent Corporations shall thenceforth attach to the Surviving Corporation any may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it, and any judgment or proceeding pending by or against either Constituent Corporation may be prosecuted to judgment and shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in place of such Constituent Corporation.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in it, according to the terms of this Agreement, the title to any property or rights of either Constituent Corporation, the proper Directors and officers of such Constituent Corporation shall execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this

Agreement.

7. The Surviving Corporation hereby consents to be sued and served with process in the Commonwealth of Massachusetts and hereby irrevocably appoints the Secretary of State of the Commonwealth of Massachusetts as its agent to accept service of process in any proceeding in the Commonwealth of Massachusetts to enforce against the Surviving Corporation any obligation of Wolverine, or to enforce the rights of a dissenting shareholder of Wolverine.

8. Anything in this Agreement or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned without liability on the part of either Constituent Corporation to the other Constituent Corporation, subject to the rights of third parties thereunder and contracts relating thereto, at any time prior to, but not after, the Effective Date of the Merger by mutual consent of the respective Boards of Directors of the Constituent Corporations.

9. Any of the terms or conditions of this Agreement may be waived at any time prior to the Effective Date of the Merger by the Constituent Corporation which is entitled to the benefit thereof by action taken by the Board of Directors of such Constituent Corporation without the approval of the shareholders of such Constituent Corporation, or may be amended or modified in whole or in part at any time prior to the adoption of this Agreement by the shareholders of any Constituent Corporation by an

agreement in writing executed in the same manner as this Agreement upon authorization to do so by the respective Boards of Directors of the Constituent Corporations; provided that such action shall be taken only if, in the judgment of the Board of Directors of each Constituent Corporation taking such action, whole judgment shall be final, such waiver or such amendment or modification will not have a materially adverse effect on the benefits intended under this Agreement for the shareholders of such Constituent Corporation; provided, however, that any such waiver, amendment or modification shall first be approved by the shareholders and Board of Directors of any Constituent Corporation where such approval is required by the laws of the state under and by virtue of which said Constituent Corporation was organized and exists.

10. Neither of the Constituent Corporations shall engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement, from the date hereof until the Effective Date of the Merger.

IN WITNESS WHEREOF, this Agreement has been duly signed on behalf of each Constituent Corporation by its respective officers thereunto duly authorized, and each Constituent Corporation has caused its corporate seal to be duly affixed to this Agreement, all as of the date first above written.

WOLVERINE CORPORATION

By: _____
Deepak S. Kulkarni, President

Attest:

Gabor Garai,
Assistant Clerk

WOLVERINE ACQUISITION CORP.

By: _____
Deepak S. Kulkarni, President

Attest:

Gabor Garai,
Assistant Secretary

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COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

ss.

On this 30th day of August, 1991 before me, a notary public, personally appeared Deepak S. Kulkarni and Gabor Garai, President and Assistant Clerk, respectively of Wolverine Corporation, a Massachusetts corporation, which is one of the corporations that executed the within Agreement of Merger, and acknowledged to me that such corporation executed the within Agreement of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State aforesaid.

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 30th day of August, 1991 before me, a notary public, personally appeared Deepak S. Kulkarni and Gabor Garai, President and Assistant Secretary, respectively of Wolverine Acquisition Corp., a Delaware corporation, which is one of the corporations that executed the within Agreement of Merger, and acknowledged to me that such corporation executed the within Agreement of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State aforesaid.

Notary Public

My commission expires: _____

ASSISTANT CLERK'S CERTIFICATE

I hereby certify that the Agreement of Merger was duly adopted by the sole shareholder of Wolverine Corporation, a Massachusetts corporation, by written consent dated August 30, 1991.

Gabor Garai,
Assistant Clerk

ASSISTANT SECRETARY'S CERTIFICATE

I hereby certify that the Agreement of Merger was duly adopted by the sole shareholder of Wolverine Acquisition Corp, a Delaware corporation, by written consent dated August 30, 1991.

Gabor Garai,
Assistant Secretary

CERTIFICATE OF OWNERSHIP AND MERGER

OF

PROCTOR & SCHWARTZ, INC.
(a Delaware corporation)

WITH AND INTO

WOLVERINE (MASSACHUSETTS) CORPORATION
(a Delaware corporation)

The undersigned hereby certifies as follows:

1. Proctor & Schwartz, Inc. ("P&S") is a corporation organized and existing under the laws of the State of Delaware.

2. P&S is a wholly-owned subsidiary of Wolverine (Massachusetts) Corporation ("Wolverine"), a corporation organized and existing under the laws of the State of Delaware.

3. The laws of the State of Delaware permit the merger of two domestic corporations.

4. The merger between Wolverine and P&S has been adopted, approved, certified, executed and acknowledged by Wolverine in accordance with the laws of the State of Delaware.

5. Wolverine hereby merges P&S with and into Wolverine.

6. The following is a copy of the resolutions adopted on September 23rd, 1994 by the sole Director of Wolverine approving the short-form merger of P&S with and into Wolverine:

RESOLVED: That the sole Director of the Corporation deems it advisable and in the best interests of the Corporation and its sole stockholder that Proctor & Schwartz, Inc. ("P&S") be merged with and into Wolverine (Massachusetts) Corporation ("Wolverine"), that all of the estate, property, rights, privileges, powers and franchises of P&S be vested in and held and enjoyed by Wolverine as fully and entirely and without change or diminution as the same were before held and enjoyed by P&S in its name and that Wolverine assume all of the obligations of P&S.

RESOLVED: That the effective time (the "Effective Time") of the Certificate of Ownership and Merger setting forth a copy of these resolutions shall be effective upon filing with the Secretary of State of the State of Delaware, and that, insofar as the General Corporation Law of the State of Delaware shall govern the same, said time shall be the Effective Time.

RESOLVED: That the President or any officer designated by the President be, and acting singly hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver (as required) any agreements, instruments and documents and to take any and all other action as they, or any of them, shall determine to be necessary or appropriate in order to effectuate the transaction contemplated by the foregoing resolutions, and the taking of any such action by any of them, shall be conclusive evidence that the same was authorized and ratified hereby.

RESOLVED: That the President of the Corporation and any officer of the Corporation so designated by the President is authorized to execute and file all documents as may be necessary in connection with the proposed merger with any State and/or Federal agencies in order to effectuate said Agreement of Merger, including but not limited to all blue sky filings and a Certificate of Merger and Ownership with the Secretary of State of the State of Delaware.

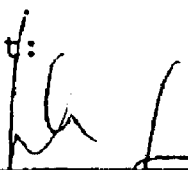
RESOLVED: That any and all prior acts of the officers of the Corporation and of any person or persons designated and authorized to act on behalf of the Corporation, which acts would have been authorized by the preceding resolutions but for the fact that such acts were taken prior to the adoption of the preceding resolutions, are hereby severally ratified, confirmed, approved and adopted as acts in the name and on behalf of the Corporation.

EXECUTED on the 23rd day of September, 1994.

WOLVERINE (MASSACHUSETTS) CORPORATION

By: 
Deepak Kulkarni, President

Attest:


Gabor Garai, Assistant Secretary

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