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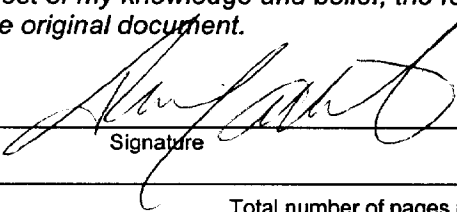
Docket No: 00653-001001

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HEET

102315736

Commissioner for Trademarks: Please recd. _____	
1. Name of conveying party(ies): Wolverine Acquisition Corp. <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>Delaware</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 Proctor & Schwartz, Inc. 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 Change of Name Execution Date: 12/17/2001	
4. Application number(s) or trademark number(s): A. Trademark Application No(s): B. Trademark No(s): 1,258,466 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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: 1 7. Total fee (37 CFR §3.41): \$40.00 <input checked="" type="checkbox"/> Previously Submitted (see attached) <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> Timothy A. French Name of Person Signing  Signature 12/13/2002 Date Total number of pages including cover sheet, attachments, and document: 31	

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CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. _____ EL 947911675 US

Date of Deposit: _____ December 13, 2002

TRADEMARK
REEL: 002636 FRAME: 0171

09-17-2002

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Commissioner for Trademarks: Please record

1. Name of conveying party(ies):
 Wolverine Acquisition Corp.

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation—State Delaware
 Other _____

Additional name(s) attached? Yes No

2. Name and address of receiving party(ies):
 Wolverine Proctor & Schwartz, Inc.
 51 East Main Street
 Merrimac, MA 01860

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation—State Delaware
 Other _____

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

3. Nature of conveyance:

Assignment
 Merger
 Security Agreement
 Change of Name
 Other: Certificate of Change of Name

Execution Date: 12/17/2001

4. Application number(s) or trademark number(s):
 A. Trademark Application No(s):

B: Trademark No(s):
 1,258,466

Additional numbers attached? Yes No

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: 1

7. Total fee (37 CFR §3.41): \$40
 Enclosed
 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: *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.*

Timothy A. French
 Name of Person Signing

Signature

Sept 12, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 26

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RECORDS SECTION
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CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL 947911525 US

Date of Deposit: September 12, 2002

TRADEMARK
REEL: 002636 FRAME: 0172

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WOLVERINE PROCTOR & SCHWARTZ, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 1990, AT 10 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, CHANGING ITS NAME FROM "WOLVERINE ACQUISITION CORP." TO "WOLVERINE (MASSACHUSETTS) CORPORATION", FILED THE THIRTIETH DAY OF AUGUST, A.D. 1991, AT 12:30 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 1994, AT 2 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WOLVERINE (MASSACHUSETTS) CORPORATION" TO "WOLVERINE PROCTOR & SCHWARTZ, INC.", FILED THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 1999, AT 12 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



Harriet Smith Windsor
 Harriet Smith Windsor, Secretary of State

2250505 8100H

AUTHENTICATION: 1507583

010646631

DATE: 12-17-01

TRADEMARK

REEL: 002636 FRAME: 0173

CERTIFICATE OF INCORPORATION
OF
WOLVERINE ACQUISITION CORP.

FIRST. The name of the Corporation is: Wolverine Acquisition Corp.

SECOND. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business or purposes to be conducted or promoted by the Corporation is as follows:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 150,000 shares of Common Stock, \$.01 par value per share ("Common Stock").

FIFTH. This name and mailing address of the sole incorporator are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Deepak S. Kulkarni	50 Federal Street Boston, MA 02110

SIXTH. In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of directors need not be by written ballot.
2. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

SEVENTH. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or

of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH. Except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

NINTH. 1. Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The Corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereafter as an "Indemnatee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or Proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a

manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding anything to the contrary in this Article, except as set forth in Section 6 below, the Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by the Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation.

2. Actions or Suits by or in the Right of the Corporation.

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

3. Indemnification for Expenses of Successful Party.

Notwithstanding the other provisions of this Article, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, he shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection therewith.

4. Notification and Defense of Claim. As a condition precedent to his right to be indemnified, the Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein

at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume such defense, the Corporation shall not be liable to the Indemnatee for any legal or other expenses subsequently incurred by the Indemnatee in connection with such claim, other than as provided below in this Section 4. The Indemnatee shall have the right to employ his own counsel in connection with such claim, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (i) the employment of counsel by the Indemnatee has been authorized by the Corporation, (ii) counsel to the Indemnatee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and the Indemnatee in the conduct of the defense of such action or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for the Indemnatee shall have reasonably made the conclusion provided for in clause (ii) above.

5. Advance of Expenses. Subject to the provisions of Section 6 below, in the event that the Corporation does not assume the defense pursuant to Section 4 of this Article of any action, suit, proceeding or investigation of which the Corporation receives notice under this article, any expenses (including attorneys' fees) incurred by an Indemnatee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter, provided, however, that the payment of such expenses incurred by an Indemnatee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnatee to repay all amounts so advanced in the event that it shall ultimately be determined that such

Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article.

6. Procedure for Indemnification. Any indemnification or advancement of expenses pursuant to Section 1, 2, 3 or 5 of this Article shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of the Indemnitee, unless with respect to requests under Section 1, 2 or 5 the Corporation determines within such 60-day period that such Indemnitee did not meet the applicable standard of conduct set forth in Section 1 or 2, as the case may be. Such determination shall be made in each instance by (a) a majority vote of a quorum of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), (b) if no such quorum is obtainable, a majority vote of a committee of two or more disinterested directors, (c) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (d) independent legal counsel (who may be regular legal counsel to the Corporation) appointed for such purpose by vote of the directors in the manner specified in clause (a) or (b) above, or (e) a court of competent jurisdiction. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnitee in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within the 60-day period referred to above. Such Indemnitee's expenses (including attorneys' fees) incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation. Unless otherwise provided by law, the burden of proving that the Indemnitee is not entitled to indemnification or advancement of expenses under this Article shall be on the Corporation.

7. Subsequent Amendment. No amendment, termination or repeal of this Article or of the relevant provisions of the Delaware General Corporation Law or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

8. Other Rights. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit

of the estate, heirs, executors and administrators of such Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

9. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify the Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which such Indemnitee is entitled.

10. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

11. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

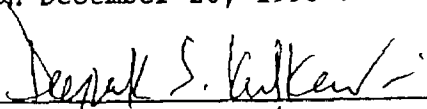
12. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

13. Definitions. Terms used herein and defined in Section 145(h) and Section 145(i) of the Delaware General Corporation Law shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

14. Subsequent Legislation. If the Delaware General Corporation Law is amended after adoption of this Article to expand further the indemnification permitted to Indemnities, then the Corporation shall indemnify such persons to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

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

EXECUTED at Boston, on December 26, 1990 .



Deepak S. Kulkarni
Incorporator

**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

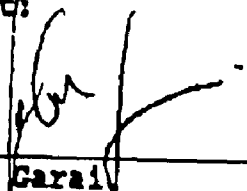
RESOLVED: That the president, the treasurer, any vice-president, the secretary and any assistant secretary of this Corporation, and each of them acting singly, is hereby authorized and directed to execute and deliver any agreements, instruments and documents and to take such other action as he shall 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. Rulkarni
President

Attest:


Gabor Carai
Assistant Secretary

prvda\4746.0\certourr.1

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, whose 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

S:\prvde\4746.0\reorgan.pln

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

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 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.

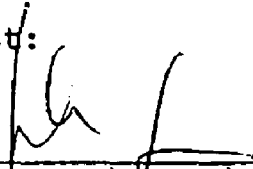
RESOLVED: That any and all prior acts of the officers of the Corporation and of any person or persons designated and authorized to act on behalf of the Corporation, which acts would have been authorized by the preceding resolutions but for the fact that such acts were taken prior to the adoption of the 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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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
WOLVERINE (MASSACHUSETTS) CORPORATION

Pursuant to Section 242
of the Corporation Law of the
State of Delaware

WOLVERINE (MASSACHUSETTS) CORPORATION (the "Corporation"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

By written action of the Directors of the Corporation and pursuant to Sections 141 and 242 of the General Corporation Law of the State of Delaware, a resolution was duly adopted setting forth an amendment to the Certificate of Incorporation of the Corporation and declaring said amendment to be advisable. The stockholders of the Corporation have duly approved said amendment pursuant to unanimous written consent, all in accordance with Sections 242 and 228 of the General Corporation Law of the State of Delaware. The resolution setting forth the amendment is as follows:

RESOLVED: That Article FIRST of the Certificate of Incorporation of the Corporation be and hereby is deleted, and the following Article FIRST is substituted therefor:

"FIRST: The name of the Corporation is Wolverine Proctor & Schwartz, Inc.".

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be affixed hereto and this Certificate of Amendment to be signed by its President and attested by its Secretary this 17th day of September, 1999.

WOLVERINE (MASSACHUSETTS)
CORPORATION

By: [Signature]
Deepak S. Kulkarni, President

ATTEST:

[Corporate Seal]
[Signature]
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 09/17/1999
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TRADEMARK