

Form
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12-26-2002



ER SHEET U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY

Patent and Trademark Office

and Trademarks: Please record the attached original documents or copy hereof.

102321860

Name of conveying party(ies):
General Electric Plastics Structured Products Europe B.V
Plasticslaan 1
4612 PX Bergen op Zoom
Netherlands

11/25/02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- Country of the Netherlands
- Other

2. Name and address of receiving party:

Name General Electric Plastics B.V.
Internal Address: Plasticslaan 1
4612 PX Bergen op Zoom
Netherlands

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation- Country of the Netherlands
- 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) & addresses attached?

Yes No

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

3. Nature of conveyance:

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

Execution Date: December 19, 1994

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

A. Trademark Application No.(s)

Trademark Registration No.(s)

1) 1214828

Additional Numbers attached? Yes No

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

Name: Catherine Mennenga

Internal Address: General Electric Company

Street Address: 3135 Easton Turnpike

City: Fairfield State: CT Zip: 06828

6. Total number of applications and registrations involved:.....1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account (Authorized to charge any additional fees)

8. Deposit account number: 070875
(Attach duplicate copy of this page if paying by deposit account)

12/24/2002 LMUELLER 00000163 070875 1214828

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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.

Name of Person Signing Catherine Mennenga Signature

Date: November 22, 2002

Total number of pages comprising cover sheet: 1

TRADEMARK
REEL: 002639 FRAME: 0012

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DEED OF MERGER

On the twenty-eighth day of December, nineteen hundred and ninety-four, there appeared before me, Mark Peter Bongard, Esq., a civil law notary, officiating in Amsterdam, hereinafter referred to as: "the Notary":

Mister Jan van Es, manager, residing at 4625 CT Bergen op Zoom, Olympialaan 16, born in Rotterdam on the twenty-second day of January, nineteen hundred and thirty-nine, married, driver's license number: 82579757, here acting upon written powers of attorney granted by:

1. General Electric Plastics B.V., having its corporate seat at Bergen op Zoom, with address: Plasticslaan 1, 4612 FX Bergen op Zoom, hereinafter to be referred to as: "the acquiring company";
2. General Electric Plastics Structured Products Europe B.V., having its corporate seat at Bergen op Zoom, with address: Plasticslaan 1, 4612 FX Bergen op Zoom, hereinafter to be referred to as: "the acquired company".

The powers of attorney granted to the deponent, the existence of which has been sufficiently demonstrated to me, a civil law notary, are evidenced by two written powers of attorney attached to this document.

The deponent has declared:

A. Facts

1. The acquiring company and the acquired company - hereinafter also jointly referred to as: "the companies" - intend by executing this deed to conclude to a legal merger as defined in Chapter 7 of Book 2 of the Dutch Civil Code, as a result of which the acquiring company will under a universal title, acquire the entire capital of the acquired company and the acquired company will cease to exist.
2. The acquiring company holds all of the currently issued shares in the capital of the acquired company. Therefore, the provisions set forth in Article 2:333 of the Dutch Civil Code will apply to the proposed merger.
3. Neither of the companies has gone into liquidation, has been declared bankrupt or has been granted a suspension of payments.
4. The financial years of the acquiring company and the acquired company correspond to the calendar year.
5. The acquiring company's first annual accounts after the merger will relate to the financial year which commenced on January first, nineteenhundred and ninety-four.
6. There are no persons who, in a capacity other than shareholder, have special rights towards the acquired company as referred to in Article 2:312, paragraph 2(c), of the Dutch Civil Code.
7. All shares in the acquiring and acquired companies have been fully paid, no depositary receipts have been issued for those shares with the co-operation of said companies, and the shares have not been encumbered with any usufruct or pledge.
8. The acquiring company has a Supervisory Council, the acquired company does not have a Supervisory Council. Pursuant to the provisions set forth in Article 2:333 in conjunction with Article 2:326, paragraph 2, Dutch

Civil Code, the Supervisory Council of the Acquiring Company does not have to give approval to the merger.

B. PREPARATION

1. The Managements of the companies have drawn up a merger-proposal, as meant in Article 2:312 of the Dutch Civil Code, dated the fourteenth day of November, nineteen hundred and ninety-four and which merger-proposal will hereinafter to be referred to as: "the merger-proposal".

A copy of the merger-proposal will be attached to this deed.

2. Pursuant to Article 2:314, Paragraph 1 of the Dutch Civil Code, the merger-proposal has been filed, together with the other documents mentioned in the aforementioned article, with the Trade Register of the Breda Chamber of Commerce on the eighteenth day of November, nineteen hundred and ninety-four.

The aforementioned filing appears from a statement attached to this deed.

3. At the same time as the filing mentioned above under 2., the merger-proposal, the explanatory statement as defined in Article 2:313 of the Dutch Civil Code and the other documents mentioned in Article 2:314, paragraph 2 of the Dutch Civil Code, have, pursuant to the latter article, been filed at the registered offices, where these documents will remain to be filed in favour of the persons mentioned in that article for six month after this day.

4. Pursuant to Article 2:314, paragraph 3 of the Dutch Civil Code the filings mentioned above under 2. and 3. are given notice of in "NRC Handelsblad" (daily newspaper) of the twenty-first day of November, nineteen hundred and ninety-four.

5. The merger-proposal was never changed and the Managements of the companies do not know any material changes in the circumstances appearing after the merger-proposal.

sal with regard to the merger-proposal or in the explanatory statement.

6. With the District Court of Breda no creditors of the companies have opposed to the merger by filing a petition as defined in Article 2:316 of the Dutch Civil Code, appearing from two statement attached to this deed.
7. The general meetings of shareholders of the companies have today resolved to the legal merger in conformity with the merger-proposal.
The notarized minutes of those meetings were drawn up and executed today before the Notary.

C. MERGER

1. The acquiring company and the acquired company herewith conclude to a legal merger, as defined in Chapter 7 of Book 2 of the Dutch Civil Code, as a result of which the acquiring company will under universal title, acquire the entire capital of the acquired company, and the acquired company will cease to exist.
2. With regard to the merger, the companies state the following:
 - a. The merger becomes effective from tomorrow.
 - b. In connection with the proposed merger, the Articles of Association of the acquiring company shall not be amended.
 - c. There are no persons who have special rights towards the acquired company as referred to in Article 2:320, paragraph 1, Dutch Civil Code and thus, no rights shall be allocated as referred to in Article 2:312, paragraph 2(c), Dutch Civil Code.
 - d. In connection with the merger, no benefits shall be conferred upon the managing directors of the companies involved in the merger or upon any other persons involved therein.
 - e. In connection with the merger the composition of the Management and the Supervisory Council of the

acquiring company will not be changed.

- f. The financial data of the acquired company shall be accounted for in the annual accounts of the acquiring company as of the first day of January, nineteenhundred and ninety-four.
- g. As a result of the merger, the shares in the acquired company shall be canceled pursuant to Article 2:325, paragraph 3, Dutch Civil Code. With regard to the acquiring company, no shares shall be redeemed or issued.
- h. The activities of the acquired company shall be continued by the acquiring company.
- i. By virtue of Article 318, paragraph 2 of Book 2 of the Dutch Civil Code, the Notary shall at the end of this deed release a legal opinion stating that all requirements prescribed by Chapter 7 of Book 2 of the Dutch Civil Code and the articles of association of the merging companies for the completion of this merger, have been complied with.
- j. The acquiring company shall, within eight days after the execution of this deed of merger, ensure the registration of the merger by filing a certified copy of this deed and the legal opinion of the Notary, with the Trade Register of the Breda Chamber of Commerce and with its registered office.
- k. Within one month after the execution of this deed of merger, the acquiring company shall notify the keepers of other public registers in which any devolution of rights or the merger may be registered.

The deponent is known to me, a civil-law notary. The identity of the deponent of this deed was established by me, a civil-law notary, on the basis of the above-mentioned document intended for identification purposes.

WITNESSETH THIS DOCUMENT, the original of which was drawn up

and executed in Amsterdam on the date stated in the first paragraph of these Articles.

After summarizing the content of this document to the deponent, the latter declared that he had taken note of the content of this document and waived full reading thereof.

Subsequently, after limited reading, this document was signed by the deponent and me, a civil law notary.

The undersigned,

Mark Peter Bongard, Esq., a civil law notary in Amsterdam,
The Netherlands,

herewith certifies:

pursuant to Article 2:318, paragraph 2, Dutch Civil Code, that he has satisfied himself that the procedural requirements for the resolutions, required by chapter 7 of Book 2 of the Dutch Civil Code and under the Articles of Association of the companies for affecting the merger, were duly observed and that the further requirements of chapter 7 of Book 2 of the Dutch Civil Code and of the Articles of Association of the companies have been performed.

Signed at Amsterdam, on the twenty-eighth day of December, nineteen hundred and ninety-four.