

01-16-2003



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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Vallen Safety Supply Company

1.10.03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/31/2002

2. Name and address of receiving party(ies)

Name: Vallen Corporation Internal Address: General Counsel, c/o Hagemeyer

Street Address: 11680 Great Oaks Way

City: Alpharetta State: GA Zip: 30022

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1908589, 1867067, 1845494, 1825224, 1828835, 1773530,

Additional number(s) attached Yes No

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

Name: Maria T. Hauser, Paralegal

Internal Address: Hagemeyer North America, Inc.

Street Address: 11680 Great Oaks Way

City: Alpharetta State: GA Zip: 30022

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey S. Rosenberg, Asst. Secretary Name of Person Signing

Handwritten signature of Jeffrey S. Rosenberg

Signature

01-08-03 Date

01/15/2003 DBYRNE 00000082 1908589

Total number of pages including cover sheet, attachments, and document: 11

01 FC:8521 02 FC:8522

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 40.00 DP 275.00 DP

Vallen Safety Supply Company - Conveying Party

Vallen Corporation - Receiving Party

4. Trademark Registration No. continued:

1775809

1774633

1666046

1692223

1600629

1201459

Delaware

PAGE 1

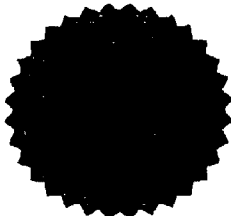
The First State

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:

"VALLEN SAFETY SUPPLY COMPANY", A DELAWARE CORPORATION, WITH AND INTO "VALLEN CORPORATION" UNDER THE NAME OF "VALLEN CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTEENTH DAY OF DECEMBER, A.D. 2002, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 4 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3330663 8100M

AUTHENTICATION: 2158002

020780905

DATE: 12-19-02

TRADEMARK
REEL: 002649 FRAME: 0459

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 12/18/2002
020780903 - 3330663

CERTIFICATE OF OWNERSHIP AND MERGER
of

VALLEN SAFETY SUPPLY COMPANY
a Delaware corporation

into

VALLEN CORPORATION
a Delaware corporation

Pursuant to the provisions of Section 253 of the General Corporation Law of Delaware, as amended (the "Act"), the undersigned corporation hereby executes and submits the following Certificate of Ownership and Merger:

1. The names of the merging corporations are ValLEN Safety Supply Company, a Delaware corporation (the "Merged Corporation"), and ValLEN Corporation, a Delaware corporation (the "Surviving Corporation").
2. Immediately prior to the merger, the Surviving Corporation owns 100% of all issued and outstanding equity interests in the Merged Corporation.
3. The merger of the Merged Corporation into the Surviving Corporation shall be effectuated in accordance with the terms and conditions of that certain Plan of Merger between the Merged Corporation and the Surviving Corporation dated as of December 16, 2002 (the "Plan of Merger") set forth on Exhibit 1 attached hereto, pursuant to which the Merged Corporation is to be merged into the Surviving Corporation, which shall be the surviving corporation in the merger and shall continue its corporate existence under and in accordance with the laws of the State of Delaware.
4. The following resolution setting forth the approval and adoption of the Plan of Merger has been duly adopted by the Board of Directors of the Surviving Corporation:

"NOW, THEREFORE, BE IT RESOLVED, that the merger is hereby approved;

FURTHER RESOLVED, that the Plan of Merger is approved and adopted in substantially the form attached hereto as Exhibit 1."
5. The Exhibit 1 referenced in the foregoing resolution is the same as Exhibit 1 attached hereto and mentioned above.
6. The foregoing resolution of the Board of Directors of the Surviving Corporation was duly adopted in accordance with all applicable provisions of the Act on December 16, 2002.

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7. The Plan of Merger was duly approved by the Board of Directors of the Merging Corporation in accordance with all applicable provisions of the Act on December 16, 2002.
8. **THE MERGER SHALL BE EFFECTIVE ON DECEMBER 31, 2002 AT 4:00 PM.**

[Signature follows on next page]

[Signatures to Certificate of Ownership and Merger of Vallen Safety Supply Company into Vallen Corporation]

IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate of Ownership and Merger to be executed by its duly authorized officer as of this 16th day of December, 2002.

VALLEN CORPORATION
[Handwritten Signature]
By: Jeffrey S. Rosenberg, Assistant Secretary

STATE OF GEORGIA

COUNTY OF FULTON

This instrument was acknowledged before me on this 16th day of December, 2002, by Jeffrey S. Rosenberg as Assistant Secretary of Vallen Corporation who acknowledged that the foregoing Certificate of Ownership and Merger is the act and deed of Vallen Corporation and that the facts stated therein are true.

[Handwritten Signature]

NOTARY PUBLIC
Name: Marie T. Hauser
(NOTARY SEAL)



My Commission Expires: _____

EXHIBIT I**PLAN OF MERGER**

THIS PLAN OF MERGER (the "Plan of Merger") made this 16th day of December, 2002, by and between Vallen Corporation, a Delaware corporation ("Parent"), and Vallen Safety Supply Company, a Delaware corporation and a wholly-owned subsidiary of Parent ("Subsidiary"), provides for the merger of Subsidiary into Parent, with Parent being the surviving corporation of the merger.

WITNESSETH:

WHEREAS, Parent and Subsidiary desire to effect the merger of Subsidiary into Parent with Parent surviving and continuing to exist thereafter, in accordance with and subject to the terms and conditions hereinafter set forth (the "Merger"); and

WHEREAS, the Board of Directors of Parent has determined that the Merger, as provided in this Plan of Merger, is in the best interests of Parent.

NOW, THEREFORE, the Board of Directors of Parent and Subsidiary hereby approve the following Plan of Merger:

ARTICLE ONE**MERGER**

1.1 Effective as of the 31st day of December, 2002 at 4:00 PM (the "Effective Time"), Subsidiary shall be merged into Parent and Parent shall be the surviving corporation in such Merger. The Merger shall in all respects have the effect as provided in the General Corporation Law of Delaware, as amended (the "Delaware Act"), and this Plan of Merger.

1.2 Parent shall continue its corporate existence as the surviving corporation of the Merger under the laws of the State of Delaware.

1.3 Without limiting the foregoing, on and after the Effective Time, the separate existence of Subsidiary shall cease, and in accordance with the terms of this Plan of Merger, Parent shall possess all the rights, obligations, privileges, immunities and franchises, of a public or private nature, possessed by each of Subsidiary and Parent immediately prior to the Merger; and all debts due on whatever account, and all other choses in action and all and every other interest of or belonging to or due to either of Subsidiary or Parent shall be taken and deemed to be transferred to and vested in Parent without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of Parent as they were of either of Subsidiary or Parent immediately prior to the Merger; and the title to any real estate, whether by deed or otherwise, vested in Subsidiary, shall not revert or be in any way impaired by reason of the Merger. From and after the Effective Time, Parent shall be responsible and liable for all of the liabilities and obligations

of Subsidiary. Any claim existing or action or proceeding pending by or against either of Subsidiary or Parent may be prosecuted as if the Merger had not taken place, or Parent may be substituted in its place. Neither the rights of creditors nor any liens upon property of either Subsidiary or Parent shall be impaired by the Merger.

1.4 Parent shall take all such action as shall be necessary, appropriate or desirable in order to effectuate the Merger, including, without limitation, the making, execution of and delivery of any and all documents prescribed by the laws of the State of Delaware and any other applicable laws.

ARTICLE TWO

TERMS OF TRANSACTION

Upon the Effective Time:

(a) all shares of the capital stock of Subsidiary that are owned by Subsidiary as treasury stock, if any, shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(b) each issued and outstanding share of the capital stock of Subsidiary existing immediately before the merger shall no longer be outstanding and shall automatically be cancelled and retired and cease to exist; and

(c) as a result of subsections (a) and (b) of this Article Two, Parent shall continue as a wholly owned subsidiary of HNA Holdco, Inc., a Delaware corporation, who shall be the sole shareholder of Parent immediately prior to the Effective Time and shall continue as the sole shareholder of Parent thereafter.

ARTICLE THREE

CERTIFICATE OF INCORPORATION

At the Effective Time, the Certificate of Incorporation of Parent as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of Parent as the surviving corporation in the Merger, until such time as the Certificate of Incorporation shall be thereafter altered, amended or repealed in accordance with the Delaware Act.

ARTICLE FOUR

BYLAWS

At the Effective Time, the Bylaws of Parent as in effect immediately prior to the Effective Time shall be the Bylaws of Parent as the surviving corporation in the Merger, until such time as such Bylaws are thereafter altered, amended or repealed in accordance with the Delaware Act.

ARTICLE FIVE**DIRECTORS AND OFFICERS**

At the Effective Time, and until their successors are duly elected or appointed and have qualified in accordance with the Delaware Act and Parent's Certificate of Incorporation and Bylaws, or until their earlier death, resignation or removal, the directors of Parent immediately prior to the Effective Time shall remain the directors of Parent and the officers of Parent immediately prior to the Effective Time shall remain the officers of Parent.

ARTICLE SIX**EFFECTIVENESS OF MERGER**

6.1 A Certificate of Ownership and Merger shall be filed and recorded in the office of the Secretary of State of the State of Delaware in accordance with the Delaware Act.

6.2 The Merger shall become effective on December 31, 2002 at 4:00 PM, which is the date and time set forth in such certificate.

ARTICLE SEVEN**TERMINATION**

At any time prior to the Effective Time, the Board of Directors of Parent may terminate and abandon this Plan of Merger without further action of the sole shareholder of Parent.

ARTICLE EIGHT**AMENDMENTS**

Prior to the Effective Time, the Board of Directors of Parent may amend, modify and supplement this Plan of Merger in such manner as it may deem appropriate.

ARTICLE NINE**AUTHORIZATION**

The appropriate officers of Parent and Subsidiary are each authorized, empowered and directed to perform any and all acts, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger.

ARTICLE TEN**BOARD OF DIRECTORS' APPROVAL**

10.1 The Merger was duly approved by the Board of Directors of Parent as provided in Section 253 and all other applicable sections of the Delaware Act.

10.2 The Merger was duly approved by the Board of Directors of Subsidiary as provided in Section 253 and all other applicable sections of the Delaware Act.

ARTICLE ELEVEN**NOTICES**

All notices, requests, claims, demands and other communications under this Plan of Merger shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties as follows:

If to Parent or Subsidiary:

Hagemeyer North America, Inc.
11680 Great Oaks Way
Alpharetta, Georgia 30022
Attn: Jeffrey S. Rosenberg, General Counsel

ARTICLE TWELVE**MISCELLANEOUS**

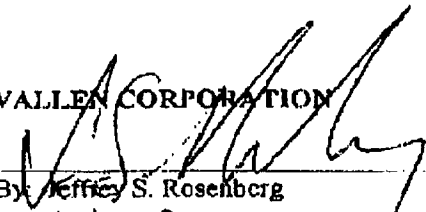
Except as otherwise provided in this Plan of Merger, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than Parent and its respective shareholders, any rights or remedies under or by reason of this Plan of Merger.

[Signatures appear on following page]


[Signature Page of Plan of Merger]

IN WITNESS WHEREOF, the Parent and Subsidiary have caused this Plan of Merger to be executed on its behalf by their duly authorized officers, as of the date first above written.

VALLEN CORPORATION

By: 
Jeffrey S. Rosenberg
Assistant Secretary

VALLEN SAFETY SUPPLY COMPANY

By: 
Jeffrey S. Rosenberg
Assistant Secretary