

FORM PTO-1594 (Modified)
(Rev. 1/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TM05/REV.03

08-26-2004

TR



102823347

COVER SHEET

Docket No.:

MARKS ONLY

268-9000-G

Tab settings

Resubm

To the Director of the United States Patent and Trademark Office

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PowerShot Tool Company, Inc.

6/18/04

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **December 31, 2003**

2. Name and address of receiving party(ies):

Name: **Arrow Fastener Co., Inc.**

Internal Address:

Street Address: **271 Mayhill Street**

City: **Saddle Brook** State: **NJ** ZIP: **07663**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New Jersey**
- Other

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

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

A. Trademark / Service Mark Application No. (s)

76/152,013
76/306,611

Additional numbers Yes No

B. Trademark / Service Mark Registration No. (s)

1,481,379	1,769,253	2,485,333	2,199,127
1,588,335	1,870,328	2,768,037	
1,603,200	1,945,553	2,126,321	

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

Name: **Leon E. Redman**

Internal Address: **Masco Corporation**

Street Address: **21001 Van Born Road**

08/25/2004 MGETACHE 00000143 131981 76152013

01 FC:8521 40.00 DA
02 FC:8522 275.00 DA
City: **Taylor** State: **MI** ZIP: **48180**

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:

13-1981

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.

Leon E. Redman

Name of Person Signing

Signature

August 18, 2004

Date

Total number of pages including cover sheet, attachments, and

6

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

ET
Y

Docket No.:
268-9000-G

Tax settings

To the Director of the United States Patent and Trademark Office. Attached original documents or copy thereof.

1. Name of conveying party(ies):
PowerShot Tool Company, Inc.

2004 FEB 17 10 12 53
FINANCIAL SECTION

2.17.04

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **December 31, 2004**

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Internal Address:

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City: **Saddle Brook** State: **NJ** ZIP: **07663**

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Association

General Partnership

Limited Partnership

Corporation-State **New Jersey**

Other

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1,588,335	1,870,328	2,768,037	
1,603,200	1,945,553	2,126,321	

Additional numbers Yes No

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

Name: **Leon E. Redman**

Internal Address: **Masco Corporation**

Street Address: **21001 Van Born Road**

02/19/2004 DRYNE 00000034 131981 76152013

01 FC:0521 40.00 DA
02 FC:1522 275.00 DA
City: Taylor State: MI ZIP: 48180

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:

13-1981

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.

Leon E. Redman

Name of Person Signing

Signature

February 6, 2004

Date

Total number of pages including cover sheet, attachments, and

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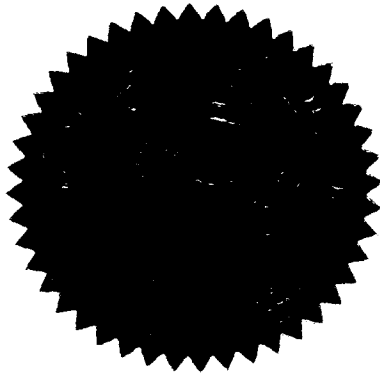
TRADEMARK
REEL: 003036 FRAME: 0771

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

ARROW FASTENER CO., INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
certificate of merger/consolidation
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
6th day of January, 2004



A handwritten signature in cursive script, reading "John E. McCormac".

John E McCormac, CPA
State Treasurer

FILED
MRC
DEC 11 2003
State Treasurer

UMC-2 3/96

Department of the Treasury
Division of Revenue
Certificate of Merger/Consolidation (Profit Corporation)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to N.J.S.A. 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): Merger Consolidation

2. Name Of Surviving Business Entity: Arrow Fastener Co., Inc.

3. Name(s)/Jurisdiction(s) Of Each Participating Business Entity:

Name	Jurisdiction	Identification # Assigned by Treasurer (If Applicable)
Arrow Fastener Co., Inc.	New Jersey	
PowerShot Tool Company, Inc.	Delaware	

4. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name	Outstanding Shares
Arrow Fastener Co., Inc.	If applicable, set forth the number and designation of any class or series of shares entitled to vote. Class A 90 Class B 2,799.34
-b Corp. Name	Outstanding Shares
PowerShot Tool Company, Inc.	If applicable, set forth the number and designation of any class or series of shares entitled to vote. Common 13,183
-c Corp. Name	Outstanding Shares
	If applicable, set forth the number and designation of any class or series of shares entitled to vote.

	<u>Votes For</u>	<u>Votes Against</u>
Corp. a Arrow Fastener Co., Inc.	100%	
Corp. b PowerShot Tool Company, Inc.	100%	
Corp. c		

5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the Treasurer's Office):

The Treasurer is hereby appointed as agent to accept service of process and to forward same to the address above.

6. Effective Date: (if other than filing date; not to exceed 90 days from filing date) December 31, 2003 @ 11:59 PM EST

Signature			Date
	Jerry W. Mollien, VP	Jerry W. Mollien, VP	12/1/03
	Arrow Fastener Co., Inc.	PowerShot Tool Company, Inc.	
	Name	Title	

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, insure that you obtain and attach to your filing submission a Tax Clearance Certificate for each participating corporation.

1336349
2561136 1574350500

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 1, 2003, is made and entered into between Arrow Fastener Co., Inc., a New Jersey corporation (the "Survivor") and PowerShot Tool Company, Inc., a Delaware corporation ("Merging Corporation"), (the Merging Corporation and the Survivor collectively referred to herein as the "Constituent Entities").

A. The Constituent Entities, in consideration of the mutual agreements of each entity as set forth hereinafter, deem it advisable and generally for the welfare of each entity, that the Merging Corporation merge with and into the Survivor under and pursuant to the terms and conditions set forth herein (the "Merger"), following which the Survivor shall be the surviving entity.

B. The terms and conditions of the Merger, the mode of carrying the same into effect, the manner of converting with the shares of the Merging Corporation and the shares of the Survivor outstanding immediately prior to the effective time of the Merger, and other pertinent provisions of the Merger, are hereinafter set forth.

ARTICLE I

At the effective time (defined below), in accordance with the provisions of the laws of the State of Michigan, the Merging Corporation shall be merged with and into the Survivor, following which the Survivor shall be the surviving entity. The street address of the Survivor's principal place of business is 271 Mayhill Street, Saddle Brook, New Jersey 07663.

ARTICLE II

The Merger shall become effective on December 31, 2003 at 11:59 p.m. Eastern Standard Time (the "effective time").

ARTICLE III

The Articles of Incorporation of the Surviving Corporation are not to be amended by virtue of the Merger and the name of the Surviving Corporation will remain the same.

ARTICLE IV

The bylaws of the Survivor as they shall exist at the effective time of this Agreement shall be and remain the bylaws of the Survivor until the same shall be altered, amended and repealed as therein provided.

ARTICLE V

At the effective time, the directors and officers of the Survivor will remain the same. Each director and officer shall hold office until his or her respective successors are elected and qualified as provided by the bylaws of the Survivor.

ARTICLE VI

The designation and number of outstanding shares of stock in Merging Corporation is 1,000,000 shares of common stock, par value \$1.00, each of which shares is entitled to one vote on all matters presented to a vote of the shareholders. At the effective time, each share of capital stock of the Merging Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled without payment of any consideration therefore. Each share of common stock the Survivor, which shall be issued and outstanding at the effective time of this Agreement, shall remain issued and outstanding by virtue of the Merger and without any action on the part of the holder thereof.

ARTICLE VII

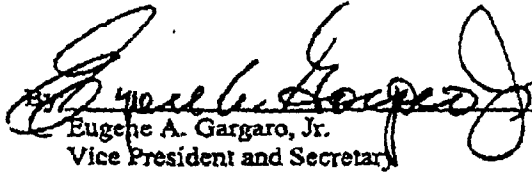
At the Effective Time, the separate existence of the Merging Corporation shall cease and all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets and property of every kind and description of the Merging Corporation shall be transferred to, vested in and devolved upon the Survivor without further act or deed and all property, rights, and every other interest of the Survivor and the Merging Corporation, shall as effectively be the property of the Survivor. The Merging Corporation hereby agrees, from time to time, as and when requested by the Survivor or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further action as the Survivor may deem necessary or desirable in order to vest in and confirm to the Survivor title to and possession of any property of the Merging Corporation acquired or to be acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purpose hereof and the proper managers and officers of the Constituent Entities are fully authorized to take any and all such action. This merger is subject to Section 368(a)(1)(A) of the Internal Revenue Code in that it represents a statutory merger (i.e., the merge satisfies the requirements of the controlling state statute).

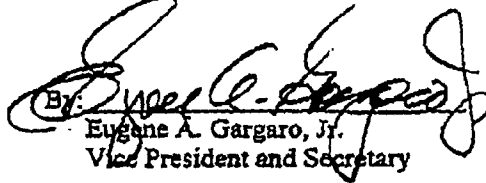
All rights of creditors and all liens upon the property of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Corporation shall then be attached to the Survivor and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Vice President or each party hereto as the respective act, deed and agreement of said corporation on this 1st day of December 2003.

ARROW FASTENER CO., INC.
a New Jersey corporation

POWERSHOT TOOL COMPANY, INC.
a Delaware corporation


Eugene A. Gargaro, Jr.
Vice President and Secretary


By: Eugene A. Gargaro, Jr.
Vice President and Secretary