

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/25/2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stry-Lenkoff Co.		09/25/2002	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Slaco, LLC
Street Address:	1100 West Broadway
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40502
Entity Type:	Limited Liability Company under the laws of the Commonwealth of Kentucky:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1068594	BLANKETY BLANK
Registration Number:	1324465	BY-YOURSELF ENJOYMENT
Registration Number:	1516342	CARDVOICES
Registration Number:	1534271	CROSS & KNOW
Registration Number:	0604869	"FLAG-TAGS"
Registration Number:	1323184	FUNFORMS
Registration Number:	1385980	GUESS & SHOW
Registration Number:	0923246	KNOW NOW
Registration Number:	1180668	KRAZYGRAMS
Registration Number:	1819905	MAGIC MAZES
Registration Number:	1800674	MAGIC PEN
Registration Number:	1533065	MAGICOPY
Registration Number:	2590960	MAGNETIC FUN

CH \$615.00 1068594

Registration Number:	1198682	MR MYSTERY
Registration Number:	0625891	NOWASTE
Registration Number:	0690559	PIECE PADS
Registration Number:	0674608	"SAFTAG"
Registration Number:	0709014	SHIRTPADS
Registration Number:	1510910	SPEEDTAGS
Registration Number:	1484251	SPEEDVOICES
Registration Number:	1510077	TAGVOICES
Registration Number:	1510911	TICKVOICES
Registration Number:	1503886	TIME-BOX TALES
Registration Number:	1168327	YES & KNOW

CORRESPONDENCE DATA

Fax Number: (314)238-2401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-238-2400
Email: trademarks@patpro.com
Correspondent Name: Jonathan P. Soifer
Address Line 1: 12412 Powerscourt Drive
Address Line 2: Suite 200
Address Line 4: St. Louis, MISSOURI 63131

NAME OF SUBMITTER:	Jonathan P. Soifer
Signature:	/Jonathan P. Soifer/
Date:	06/09/2005

Total Attachments: 5
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LAOMJohn Y. Brown III
Secretary of State
Received and Filed

10/07/2002 01:37 PM

Fee Receipt: \$50.00

ARTICLES OF MERGER
OF
STRY-LENKOFF CO.
INTO
SLACO, LLC

Pursuant to provisions of KRS 271B.11-080 and 275.360, and IRC section 368 (a)(1)(F) the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging Stry-Lenkoff Co., a Kentucky corporation, with and into SLACO, LLC, a Kentucky limited liability company, which shall be the surviving entity in the Merger.

- FIRST:** The names of each of the Constituent Entities are Stry-Lenkoff Co. and SLACO, LLC. Stry-Lenkoff Co. is a corporation organized under the laws of the Commonwealth of Kentucky. SLACO, LLC is a limited liability company organized under the laws of the Commonwealth of Kentucky.
- SECOND:** The Plan of Merger duly authorized and approved by each of the Constituent Entities is attached hereto as Exhibit A and is hereby incorporated by reference as a part of these Articles of Merger.
- THIRD:** The name of the surviving entity is SLACO, LLC.
- FOURTH:** The Plan of Merger was duly authorized and approved by each of the Constituent Entities in accordance with the provisions of KRS 275.350.
- FIFTH:** The merger shall be effective as of the close of business on the date filed with the Secretary of State.

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Dated: September 25, 2002

STRY-LENKOFF CO.

By: *Jimmy Kays*
Title: *President*

SLACO, LLC

By: *Jimmy Kays*
Title: *Manager*

The foregoing instrument was prepared by:

Martin Welenken

Martin Welenken
Attorney at Law
730 West Market Street, Suite 200
Louisville, KY 40202
(502) 585-3251

STLE-01504

EXHIBIT APLAN OF MERGER

THIS PLAN OF MERGER ("Plan of Merger") is made and entered into as of the 25th day of September 2002, by and between (i) STRY-LENKOFF CO., a Kentucky corporation ("Corporation"), and (ii) SLACO, LLC, a Kentucky limited liability ("LLC").

ARTICLE I

- A. Merger of Corporation with and into LLC. Subject to the terms and conditions of this Plan of Merger, Corporation shall be merged with and into LLC ("Merger"), effective the close of business on the date filed with the Secretary of State, following the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky ("Effective Time"). The separate corporate existence of Corporation shall thereupon cease; LLC shall be the surviving entity and the separate corporate existence of LLC, with all its purposes, objects, rights, privileges, powers, franchises, and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the Kentucky Business Corporation Act and the Kentucky Limited Liability Company Act. Limited liability is retained by LLC.
- B. Effect of Merger. At and after the Effective Time:
1. LLC shall possess all of the respective rights, privileges, immunities, powers, franchises, and interests of Corporation in and to every type of property (real, personal, and mixed), and choses in action, all of which shall be transferred to, and vested in, LLC by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal, or administrative, pending by or against Corporation may be continued as if the Merger did not occur, or LLC may be substituted in the proceeding for Corporation in such action or proceeding.
 2. LLC shall be liable for all liabilities of Corporation, and all debts, liabilities, obligations, and contracts of Corporation, whether matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account, or records of Corporation, shall be of those LLC and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Corporation shall be preserved unimpaired.
- C. Additional Actions. If at any time after the Effective Time, LLC shall consider or be advised that further assignments or assurances in law or any other acts are necessary or desirable to (1) vest, perfect, or confirm of record or otherwise in

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LLC its rights, title or interest in, to, or under any of the rights, properties, or assets of Corporation acquired or to be acquired by LLC as a result of, or in connection with, the Merger, or (2) otherwise carry out the purposes of this Plan of Merger, Corporation and the proper officers and directors of Corporation shall be deemed to have granted to LLC an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments, and assurances in law, (b) do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties or assets in LLC and (c) otherwise carry out the purposes of this Plan of Merger. The members of LLC are fully authorized in the name of Corporation or otherwise to take any and all such actions.

ARTICLE II

A. Conversion of Stock. At the Effective Time:

1. Each share of Corporation Common Stock, no par value per share ("Corporation Common Stock"), which is issued and outstanding immediately prior to the Effective Time shall, *ipso facto* and without action on the part of the holder thereof, become and be converted into 202 Units of LLC ("Units") and the stockholders of Corporation shall be deemed to have made aggregate capital contributions to LLC in a net amount equal to \$5,700,000.
2. The capital interests of the Members of LLC shall remain unaffected by the Merger.

- B. Exchange of Stock for LLC Interests. As soon as practicable after the Effective Time, the stockholders of Corporation shall surrender to LLC any certificates which prior to the Effective Time shall have represented any shares of Corporation Common Stock. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of Corporation Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the Units into which it shall have been converted.

ARTICLE III

- A. Articles of Organization. From and after the Effective Time, the Articles of Organization of LLC shall be the Articles of Organization of the surviving entity. In addition, the Articles of Organization of LLC be amended in Article I that the name of the LLC, as set forth in Article I of the Articles of Organization be amended to be STRY-LENKOFF COMPANY, LLC and no other changes are desired.
- B. Operating Agreement. From and after the Effective Time, the Operating Agreement of LLC, as the surviving entity, shall be the Operating Agreement of the surviving entity, except that such Operating Agreement shall be amended as follows:

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- 1. That the name of the LLC, as set forth in Article I of the Articles of Organization be amended to be STRY-LENKOFF COMPANY, LLC and no other changes are desired.

ARTICLE IV

- A. Stockholder and Member Approval. It shall be a condition to the consummation of the Merger that the Merger and this Plan of Merger be submitted to the stockholders of Corporation and the members of LLC and be approved by the stockholders of Corporation and all of the members of LLC.

ARTICLE V

- A. Governing Law. This Plan of Merger shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.
- B. Abandonment. The Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of Corporation or members of LLC, notwithstanding approval thereof by the stockholders of Corporation and the members of LLC.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf as of the day and year first above written.

STRY-LENKOFF CO.

By: *Jimmy Keys*
 Title: *President*

STRY-LENKOFF COMPANY, LLC
 (AS AMENDED)
 (ORIGINALLY SLACO, LLC)

By: *Jimmy Keys*
 Title: *Manager*

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Document No.: DH2002189813
 Lodged By: welenken
 Recorded On: 10/11/2002 02:52:41
 Total Fees: 13.00
 Transfer Tax: .00
 County Clerk: Bobbie Holsclaw-JEFF CO KY
 Deputy Clerk: CARHAR

END OF DOCUMENT