

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/23/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cherry Corporation	FORMERLY The Cherry Corporation	02/23/2005	CORPORATION: WISCONSIN
The Cherry Corporation		02/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cherry Corporation
Street Address:	10411 Corporate Drive, Suite 102
City:	Pleasant Prairie
State/Country:	WISCONSIN
Postal Code:	53158
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76599316	ILAPS
Serial Number:	73277926	
Serial Number:	73277927	CHERRY
Serial Number:	73277992	CHERRY
Serial Number:	73426053	CHERRY
Serial Number:	73122694	CHERRY

CORRESPONDENCE DATA

Fax Number: (312)321-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312/321-4200
 Email: officeactions@brinkshofer.com
 Correspondent Name: Elisa M. Valenzona

CH \$165.00 76599316

Address Line 1: 455 N. Cityfront Plaza, Suite 3600
Address Line 2: P.O. Box 10395
Address Line 4: Chicago, ILLINOIS 60610

NAME OF SUBMITTER:	Elisa M. Valenzona
Signature:	/emv/
Date:	07/14/2005

Total Attachments: 8
source=285.pdf merger#page1.tif
source=285.pdf merger#page2.tif
source=285.pdf merger#page3.tif
source=285.pdf merger#page4.tif
source=285.pdf merger#page5.tif
source=285.pdf merger#page6.tif
source=285.pdf merger#page7.tif
source=285.pdf merger#page8.tif

STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

05 FEB 23 PM 12:37
**STATE OF WISCONSIN
ARTICLES OF MERGER
PARENT CORPORATION INTO
A SUBSIDIARY**

Pursuant to Section 180.1105 of the Wisconsin Statutes, the undersigned corporation has executed the following Articles of Merger:

01 2062069 *Imaged*

FIRST: The name of each constituent corporation is CHERRY CORPORATION, a Wisconsin corporation (the "Corporation"), and THE CHERRY CORPORATION, a Delaware corporation and the sole shareholder of the Corporation (the "Terminating Company").

02 2043391

SECOND: The Agreement and Plan of Merger (the "Plan") is attached hereto as Exhibit A.

(2325-)
Imaged

THIRD: The Plan and performance of its terms were duly authorized by all action required under the law of the State of Wisconsin under which the Corporation was organized and by its Articles of Incorporation. The Plan was duly approved and adopted by the Sole Director of the Corporation in accordance with Section 180.1104 of the Wisconsin Statutes on February 23, 2005.

FOURTH: The Plan was duly approved and adopted in accordance with the General Corporation Law of the State of Delaware, under which the Terminating Company was formed. Pursuant thereto, the Plan was approved, authorized, and adopted by the Sole Director of the Terminating Company on February 23, 2005 and by unanimous written consent of its shareholders on February 23, 2005.

FIFTH: The Corporation shall be the surviving corporation in the Merger and the name of the surviving corporation shall be Cherry Corporation, a Wisconsin corporation.

SIXTH: The Merger shall be effective in Wisconsin upon receipt by the State of Wisconsin Department of Financial Institutions.

FEB 23 2005 01:59 PM
A
274779 FCORP150 \$150.00

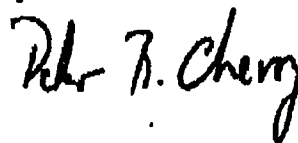
FEB 23 2005 01:59 PM
B
274779 EXPEDITE25 \$25.00

CHI99 4429034-2.032241.0010

IN WITNESS WHEREOF, the undersigned has caused this certificate to be signed by an authorized officer, the 21st day of February, 2005.

CHERRY CORPORATION,
a Wisconsin corporation

By:



Name: Peter B. Cherry
Title: President

This document was drafted outside of Wisconsin.

CH99 4429054-2032241.0010

TOTAL P.03

TRADEMARK

REEL: 003121 FRAME: 0282

Exhibit A

TRADEMARK

REEL: 003121 FRAME: 0283

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of February 23, 2005, by and between The Cherry Corporation, a Delaware corporation ("Parent"), and Cherry Corporation, a Wisconsin corporation ("Subsidiary"). Parent and Subsidiary are sometimes referred to in this Agreement and Plan of Merger as the "Constituent Corporations."

WHEREAS, Subsidiary is a corporation duly organized and existing under the laws of the State of Wisconsin authorized to issue ten million (10,000,000) shares of Common Stock, par value \$0.01 per share (the "Subsidiary Common"), all of which are owned by Parent;

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Delaware authorized to issue ten million (10,000,000) shares of common stock, par value \$0.01; and

WHEREAS, the Board of Directors of each of Parent and Subsidiary have approved a merger whereby Parent would be merged with and into Subsidiary, pursuant to the terms and conditions set forth in this Agreement and Plan of Merger, with Subsidiary as the Surviving Corporation (the "Surviving Corporation").

NOW, THEREFORE, in mutual consideration of the premises, covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

THE MERGER

Section 1.1. Description of the Merger. On the Effective Date (as defined in Article IV), Parent shall merge with and into Subsidiary (the "Merger") and Subsidiary shall continue as the Surviving Corporation under the name "Cherry Corporation" subject to the laws of the State of Wisconsin. The Merger shall be pursuant to and shall have the effect provided for in the Wisconsin Statutes.

ARTICLE II

CERTIFICATE OF INCORPORATION, BY-LAWS AND DIRECTORS AND OFFICERS

Section 2.1. Certificate of Incorporation. The Articles of Incorporation of Subsidiary, in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation, until the same are amended or repealed in accordance with applicable law and the Articles of Incorporation of the Surviving Corporation.

Section 2.2. By-laws. The By-laws of Subsidiary, in effect immediately prior to the Effective Date, shall be the By-laws of the Surviving Corporation, until they are amended or repealed in accordance with applicable law, the Articles of Incorporation or By-laws of the

CHI99 4431964-1.032241.0010

TRADEMARK

REEL: 003121 FRAME: 0284

Surviving Corporation.

Section 2.3. Directors and Officers. The persons who are directors and officers of Subsidiary immediately prior to the Effective Date shall continue in their same positions as directors and officers of the Surviving Corporation and hold office in accordance with applicable law, the Articles of Incorporation and By-laws of the Surviving Corporation.

ARTICLE III

MANNER AND BASIS OF CONVERTING SHARES

Section 3.1. Conversion. On the Effective Date, pursuant to this Agreement and Plan of Merger and without further action by the holder thereof, the manner of converting the outstanding shares of capital stock of each of the Constituent Corporations into the shares of the Surviving Corporation shall be as follows:

- (i) Each share of common stock of the Surviving Corporation, which shall be issued and outstanding on the effective date of this Agreement, shall be cancelled.
- (ii) Each share of common stock of the Parent which shall be outstanding on the effective date of this Agreement, and all rights in respect thereof, shall forthwith be changed and converted into one (1) share of common stock of the Surviving Corporation.
- (iii) After the Effective Date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the Parent shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the Surviving Corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the Parent to be converted into the stock of the Surviving Corporation as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place. After the Effective Date of this Agreement, each registered owner of any uncertificated shares of common stock of the Parent shall have said shares cancelled and said registered owner shall be entitled to the number of common shares of the Surviving Corporation on the basis provided herein.

ARTICLE IV

TERMS AND CONDITIONS

Section 4.1. Terms and Conditions. Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Parent shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Parent shall be as effectively the property of

the Surviving Corporation as they were of the Surviving Corporation and the Parent respectively. The Parent hereby agrees from time to time, as and when requested by the Surviving Corporation 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 or other action as the Surviving Corporation may deem to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Parent acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Parent and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Parent or otherwise to take any and all such action.

ARTICLE V

EFFECTIVENESS OF MERGER

If this Agreement and Plan of Merger is not terminated and abandoned pursuant to the provisions of Article VI, then the following actions shall be taken to effect the Merger:

- (i) a corresponding Certificate of Ownership and Merger shall be executed, acknowledged and filed in accordance with the General Corporation Law of the State of Delaware on or before the Effective Date;
- (ii) Articles of Merger shall be executed, acknowledged and filed in accordance with the Wisconsin Statutes on or before the Effective Date; and
- (iii) the Constituent Corporations shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon receipt by the Wisconsin Department of Financial Institutions (the "Effective Date").

ARTICLE VI

TERMINATION AND AMENDMENT

Section 6.1. Termination. At any time prior to the Effective Date, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of either of the Constituent Corporations.

Section 6.2. Amendment. This Agreement and Plan of Merger may be amended, modified or supplemented by the sole director of either of the Constituent Corporations at any time prior to the Effective Date.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Obligations of Parent. The Surviving Corporation may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of

Parent as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 10411 Corporate Drive, Suite 102, Pleasant Prairie, Wisconsin 53158 until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to Surviving Corporation at the above address.

Section 7.2. Expenses. The Surviving Corporation shall pay all expenses incurred in connection with this Agreement and Plan of Merger.

Section 7.3. Further Assurances. If, at any time after the Effective Date, the Surviving Corporation, its successors or assigns determines that any documentation, action or things are necessary or desirable to carry out the purposes of this Agreement and Plan of Merger or to vest the Surviving Corporation with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, franchises and authority of each of the Constituent Corporations, the directors and officers of the Surviving Corporation are hereby authorized to, and appointed as attorney-in-fact of each Constituent Corporation to, execute and deliver, in the name and on behalf of either Constituent Corporation or otherwise, all such documentation, and to take and do, in the name and on behalf of either Constituent Corporation or otherwise, all such other actions and things.

Section 7.4. Governing Law. This Agreement and Plan of Merger shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its duly authorized officer as of the date first above written.

MADE THIS 13th DAY OF

THE CHERRY CORPORATION,
a Delaware corporation

Peter B. Cherry

By: _____
Name: Peter B. Cherry
Title: President

CHERRY CORPORATION,
a Wisconsin corporation

Peter B. Cherry

By: _____
Name: Peter B. Cherry
Title: President