

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vilter Manufacturing Corporation		01/01/2005	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	VMC MANUFACTURING LLC
Street Address:	5555 South Packard Avenue
City:	Cudahy
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1352663	VILTER
Registration Number:	1352664	VILTER

CORRESPONDENCE DATA

Fax Number: (414)223-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414.273.2100
 Email: splagemann@whdlaw.com
 Correspondent Name: Whyte Hirschboeck Dudek S.C.
 Address Line 1: Attn: Suzanne Plagemann
 Address Line 2: 555 East Wells Street, Suite 1900
 Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/suzanneplagemann/

Date:

08/03/2005

Total Attachments: 5

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STATE OF WISCONSIN

Sec. 179.77, 180.1105,
181.1105, 181.1204
183.1204 Wis. Stats.

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



ARTICLES OF MERGER

I. Non-Surviving Parties to the Merger:

Company Name:
VILTER MANUFACTURING CORPORATION *1V01579*

Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>WISCONSIN</u> (state or country)
	<input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

Company Name:

Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of _____ (state or country)
	<input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

Schedule more non-surviving parties as an additional page.

2. Surviving Business Entity:

Company Name:
VMC MANUFACTURING LLC *12 V019981*

Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>WISCONSIN</u> (state or country)
	<input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

FILING FEE - \$150.00

DFI/CORP/2000(R02/10/03) Use of this form is voluntary.

1 of 5

ARTICLES OF MERGER

3. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving business entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103 (2) (c).

- The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.
- The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

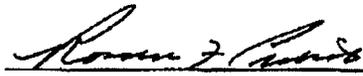
(Append or attach the **PLAN OF MERGER**. Optional Plan of Merger template on Pages 4 & 5)

4. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on _____ (date) at _____ (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

5. Executed on JANUARY 1, 2005 (date) by the surviving business entity on behalf of all parties to the merger.



(Signature)

Mark (X) below the title of the person executing the document.

Ronald F. Prebish

(Printed Name)

For a **limited partnership**

Title: General Partner

For a **limited liability company**

Title: Member OR Manager

For a **corporation**

Title: President OR Secretary
or other officer title _____

This document was drafted by: STEVEN M. PREBISH, ESQ.
(Name the individual who drafted the document)

**PLAN AND AGREEMENT
OF
MERGER**

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") is made and entered into this 1st day of January, 2005 between VILTER MANUFACTURING CORPORATION, a Wisconsin corporation ("Vilter"), and VMC MANUFACTURING LLC, a Wisconsin limited liability company ("VMC" or "Surviving Entity").

WHEREAS, Vilter has an authorized capital consisting of 100,000 shares of preferred stock, par value \$5.00 per share, and 1,000,000 shares of common stock, par value per share, of which 135,691.91 shares of common stock are issued and outstanding and 23,847.09 are held in treasury. There are no shares of preferred stock issued or outstanding;

WHEREAS, VMC is the sole shareholder of Vilter; and

WHEREAS, the shareholder and directors of Vilter, and the manager of VMC, deem it advisable, and in the best business interests of each of Vilter and VMC, to reduce operating costs and facilitate operating efficiencies, and otherwise generally to the advantage and welfare of Vilter and VMC to merge under and pursuant to the applicable laws of the State of Wisconsin.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, covenants and grants herein contained, it is hereby agreed by and between the said parties hereto that Vilter shall be merged with and into VMC (the "Merger"), wherein VMC shall be the surviving entity and the separate existence of Vilter shall cease.

The parties hereto do, by these presents, agree to and prescribe the terms and conditions of the Merger, and the mode of carrying the same into effect, which terms and conditions and mode of carrying the same into effect said parties hereto do mutually and severally agree and covenant to observe, keep and perform, that is to say:

ARTICLE I

Vilter shall be and is hereby merged with and into VMC, such Merger to be effective, for Federal and State Tax purposes, as of January 1, 2005.

ARTICLE II

The name of the surviving entity is VMC Manufacturing LLC, a Wisconsin limited liability company.

ARTICLE III

At the effective time of the Merger, by virtue of the Merger, and in addition to, and without any further act on the part of either Vilter or VMC, all of the, issued and outstanding shares of capital stock of Vilter shall be deemed extinguished and cancelled.

ARTICLE IV

- A. The identity, existence, franchises, rights and immunities of VMC shall continue unaffected and unimpaired. VMC shall possess the powers, privileges and rights granted by and shall be governed by and subject to this Agreement.
- B. The Articles of Organization of VMC shall be the Articles of Organization of the Surviving Entity as the same shall be in effect on the effective date of the Merger.
- C. The corporate name and organization of Vilter, except insofar as the same are continued by statute, shall cease as soon as this Agreement shall have been authorized, adopted, approved, signed, acknowledged and filed with the Wisconsin Department of Financial Institutions.

ARTICLE V

At any time prior to the filing of this Agreement with the Wisconsin Department of Financial Institutions, this Agreement may be terminated, amended, altered or repealed and other provisions authorized by the statutes of the State of Wisconsin at the time in force may be added or inserted in the manner and at the time prescribed by such statutes, and all rights at any time conferred upon the Shareholders by this Agreement are subject to the provisions of this Article V.

ARTICLE VI

- A. Upon the consummation of the Merger hereby provided for, each and every right, privilege, power, and franchise, and each and every other interest of Vilter shall be thereafter as fully and effectually the property of the Surviving Entity; provided, however, that all rights of creditors and all liens upon any property of the parties hereto, and the title to any real estate, whether by deed or otherwise, vested in the Surviving Entity shall not revert or be in anyway impaired by reason of the Merger, and shall be preserved unimpaired; and all rights of creditors, debts, liabilities and duties of Vilter shall be thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said rights of creditors, debts, liabilities and duties had been incurred or contracted by the Surviving Entity.
- B. If at anytime the Surviving Entity shall deem or be advised that any further assignments, assurances in the law or other things are necessary or desirable to vest in it, according to the terms hereof, the title to any property of Vilter, the proper officers of Vilter shall and will execute and do all such proper assignments,

assurances in the law and other things necessary or proper to vest title to such property in the Surviving Entity and otherwise to carry out the purposes of this Agreement.

ARTICLE VII

This Agreement has been approved by duly adopted resolutions of the directors and shareholders of Vilter, and the manager of VMC.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written.

VILTER MANUFACTURING CORPORATION,
a Wisconsin corporation

By: *Ronald J. Benda*

VMC MANUFACTURING LLC, a
Wisconsin limited liability company

By: *Ronald J. Benda*