

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transcom, Inc.		10/01/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	International Seal Company, Inc.
Street Address:	1087 Park Place
City:	Shakopee
State/Country:	MINNESOTA
Postal Code:	55379
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2018937	TCM
Registration Number:	2118283	CODE BLUE

CORRESPONDENCE DATA

Fax Number: (248)641-0270
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248-641-1600
 Email: docketingtm@hdp.com
 Correspondent Name: Lisabeth H. Coakley
 Address Line 1: Harness, Dickey & Pierce, P.L.C.
 Address Line 2: 5445 Corporate Drive, Suite 400
 Address Line 4: Troy, MICHIGAN 48098

NAME OF SUBMITTER:	Jessica S. Sachs
Signature:	/jss/

CH \$65.00 2018937

Date:

09/28/2005

Total Attachments: 9

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**AGREEMENT AND PLAN OF MERGER OF TRANSCOM, INC WITH AND
INTO INTERNATIONAL SEAL COMPANY, INC.**

THIS AGREEMENT OF MERGER ("the agreement") is made and entered into this 1st day of October, 2003, by and between Transcom, Inc., a Minnesota corporation, (hereinafter referred to as "Transcom" or as the "Merged Corporation"), and International Seal Company, Inc. a Nevada corporation which is registered to carry on business in, and maintains business facilities in, California, Nevada and Virginia (hereinafter referred to as "ISC" or as the "Surviving Corporation"). Such corporations shall be hereinafter collectively referred to as the "Constituent Corporations."

This merger is intended to constitute a tax-free statutory merger of Transcom with and into ISC pursuant to Internal Revenue Code Section 368(a)(1)(A). Both the surviving and the Merged Corporation are wholly owned subsidiaries of Freudenberg-NOK General Partnership ("FNGP"), a Delaware general partnership that is treated as a partnership for federal tax purposes. FNGP is owned by two corporate partners, 25% by NOK, Inc. a Nevada corporation and 75% by Freudenberg North America Limited Partnership, a Delaware Limited Partnership that is treated as a corporation for federal tax purposes. Accordingly, the merger will not involve a change in ownership and the continuity of ownership requirement will be satisfied. The merger will be effectuated by the cancellation of the stock of Transcom by operation of law and the transfer of all the assets, liabilities, rights and property of Transcom to ISC pursuant to the terms of this Agreement.

The merger is intended to further certain business objectives, including without limitation, the opportunity to market the products of each of the Constituent Corporations to the expanded customer base of both of the Constituent Corporations, and to reduce costs and eliminate redundancies by combining substantially similar business within the same legal entity.

It is the present intention of the Surviving Corporation to continue one or more significant historic lines of business of the Merged Corporation, or to use at least a significant portion of the Merged Corporation's historic business assets in a business, in each case within the meaning of Reg. 1.368-1(d), except that the Surviving Corporation may transfer Merged Corporation's historic business assets to (1) a corporation that is a member of Surviving Corporation's "qualified group" within the meaning of Reg. Sec. 1.368-1(d)(4)(ii), or (2) a Partnership or Limited Liability Company, if (A) one or more members of Surviving Corporation's qualified group have active and substantial management functions as a partner or member with respect to Merged Corporation's historic business, or (B) members of Surviving Corporation's qualified group in the aggregate own an interest in the partnership or Limited Liability Company representing a significant interest in Merged Corporation's historic business, in each case within the meaning of Reg. Sec. 1.368-1(d)(4)(ii).

WITNESSETH:

WHEREAS ISC, a corporation organized under the laws of the state of Nevada by its Articles of Incorporation, which were filed and recorded in the Office of the Nevada Secretary of State on March 26, 1996, has been authorized to issue a single class of capital stock consisting of 1,000,000 shares, having no par value, of which 100,000 are now issued and outstanding; and

WHEREAS, Transcom, a corporation organized under the laws of the state of Minnesota by its Articles of Incorporation, which were filed and recorded in the Office of the Secretary of State of Minnesota on July 28, 1978, has an authorized capital stock consisting of 25,000 shares, each of said shares having a par value of \$1.00, of which 25,000 are now issued and outstanding; and

WHEREAS the respective Boards of Directors of Transcom and ISC deem it advisable and in the mutual benefit of the constituent corporations and their respective stockholders that Transcom be merged with and into ISC under and pursuant to the applicable provisions of Nevada Revised Statutes Chapter 92A and Minnesota Statutes, Chapter 302A, and in particular, Section 302A.621, and upon the terms and subject to the conditions hereinafter provided.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained it is hereby agreed that Transcom shall be merged with and into ISC, and the separate existence of Transcom shall thereupon cease, all on the terms and conditions hereinafter set forth.

FIRST: A. Transcom shall merge into ISC as of the effective date of the merger as defined herein (the "Effective Date"), with the effect that ISC shall be, as of the Effective Date, the Surviving Corporation.

B. On the Effective Date all rights in respect of Transcom's common stock shall forthwith terminate and be of no further force or effect.

SECOND: The address of the principal office of the Surviving Corporation is: 2031 East Wilshire Avenue, Santa Ana, California, 92705.

THIRD: The purposes for which the surviving corporation is formed are to engage in any lawful act or activity for which corporations may be organized under Nevada Revised Statutes Chapter 92A.

FOURTH: Each of the present officers and directors of ISC shall continue in such office and/or directorship until his successor is duly elected or designated after the Effective Date.

FIFTH: The By-laws of ISC shall be the By-laws of the Surviving Corporation until changed or repealed.

SIXTH: This Agreement shall be approved by a Draft Board Resolution of each of the Constituent Corporations. Notification of the shareholders is waived pursuant to MS, Section 302A.621(4) and NRS Chapter 92A, section 180.

SEVENTH: On the Effective Date, the separate existence of the Merged Corporation shall cease, and all rights, privileges, powers, immunities, and franchises, public or private, of each of the Constituent Corporations, and property, whether real or personal, and all debts due to either of the Constituent Corporations, on whatever account, shall be taken and deemed to be transferred to and vested in the franchise of the Surviving Corporation, and each and every other interest shall thereafter be the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate or any interest therein, whether vested by deed or otherwise, of the Merged Corporation shall not revert or be in any way impaired by reason of the merger, provided, however, that all rights of creditors and all liens on any property of the Merged Corporation shall be preserved unimpaired, and all debts, liabilities, duties, and obligations of the Merged Corporation, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said rights, liens, debts, liabilities, duties, or obligations, had been incurred, contracted, or assumed by the Surviving Corporation; and any claim existing or action or proceeding pending by or against the Merged Corporation may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in place of the Merged Corporation. The Merged Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and will take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of such property, rights, privileges, powers, immunities, and franchises and otherwise carry out the intent and purpose of this agreement.

EIGHTH: The amount of earned surplus or deficit, if any, of the Surviving Corporation at the Effective Date shall be equal to the aggregate earned surplus or deficit, if any, of the Constituent Corporations.

NINTH: The stated capital of the common stock of the Surviving Corporation issued and outstanding at the time of the Effective Date of the merger shall be an amount equal to the aggregate stated capital of the common stock outstanding of the constituent corporations at the Effective Date of the merger.

TENTH: The Surviving Corporation's Statutory Agent in the State of Nevada, for purposes of service of process, notice, or demand, shall remain Dwight Clark, 1111 Mary Crest Road, Suite A, Henderson, Nevada 89074.

ELEVENTH: No holder of shares of the common stock of the Surviving Corporation shall have any preemptive right to subscribe for or to purchase any shares of common stock of the Surviving Corporation of any class, whether such shares or such class be now or hereafter authorized.

TWELFTH: The Articles of Incorporation of the Surviving Corporation may be amended at any time by a vote of the majority of the Directors without shareholder approval to the extent permitted by Nevada law.

THIRTEENTH: The "Effective Date" of the merger shall be, and such term as used herein means, the date of the filing of Certificate of Merger of the Constituent Corporations with the Office of the Secretary of State of the State of Minnesota, and the Office of the Secretary of State of Nevada, or at the close of business on December 31, 2003, whichever is later.

FOURTEENTH: That ISC survives the merger and may be served with process in the state of Minnesota in any proceeding for the enforcement of any obligation of any Constituent Minnesota corporation as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the relevant provisions of the Minnesota Statutes, including, but not limited to, Chapter 302A of the Minnesota Statutes, and it does hereby irrevocably appoint the Secretary of State of Minnesota as its agent to accept service of process in any such suit or other proceeding. The person to which a copy of such process shall be mailed by the Secretary of State of Minnesota is Jerry Johnson, C/O International Seal Company, Inc., Dichtomatik Division, 3451 West Burnsville Parkway, Burnsville, Minnesota 55337, until the Surviving Corporation shall have hereafter designated to the Secretary of State a different address for such purpose.

FIFTEENTH: The Board of Directors of each of the Constituent Corporations shall have the power in its discretion to abandon the merger provided for herein prior to the filing of this agreement with the Offices of the Secretaries of State of the states of Minnesota and Nevada, whether before or after submission to, or approval by, the Boards of Directors of the Constituent Corporations.

SIXTEENTH: The Constituent Corporations are both 100% owned subsidiaries of Freudenberg-NOK General Partnership, a general partnership organized under the laws of Delaware. The same partnership (and corporate partners) will own the Surviving Corporation as owned the Constituent Corporations. Thus no change in ownership will result from this merger, which is in the nature of a reorganization within a single commonly owned group of business entities. The assets,

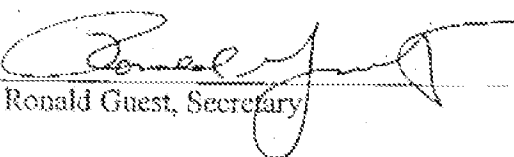
contracts, rights, debts, liabilities and duties that were formerly divided among two wholly-owned corporate subsidiaries, will, following the merger, be owned by a single wholly-owned corporate subsidiary (the Surviving Corporation). Accordingly, shareholder approval of the merger is not required, because said merger will not change the rights of the shareholders in any way. Accordingly, shareholder Notification is waived pursuant to MS Chapter 302A, Section 621(4) and NS Chapter 92A, Section 180.

SEVENTEENTH: From and after the Effective Date, the Articles of Incorporation of ISC shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, until it shall thereafter be further amended in accordance with law.


The Surviving Corporation reserves the right to amend, alter, change or repeal after such merger, any provision contained in its Certificate of Incorporation, and all rights conferred in this agreement are subject to such reserved power.

IN WITNESS WHEREOF, the Constituent corporations have caused this agreement to be signed by their respective Officers, thereunto duly authorized, as of the date first above written.

International Seal Company, Inc.

By: 
Ronald Guest, Secretary

Sworn before me in my presence on: Oct 1, 2003
(Date)

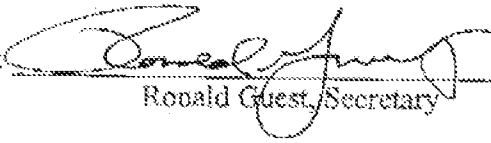

(Notary Public)

Commission Expires WENDY BLANCHARD, Notary Public
My Commission Expires May 29, 2007
(Date)

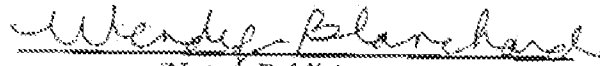
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Transcom, Inc.

By: 
Ronald Guest, Secretary

Sworn before me in my presence on: Oct. 1, 2003
(Date)



(Notary Public)
WENDY BLANCHARD, Notary Public
My Commission Expires May 29, 2007

Commission Expires _____
(Date)



(Notary Seal)

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
TRANSCOM, INC.

TO INFORMAL ACTION BY THE BOARD OF DIRECTORS

The undersigned, being all of the members of the Board of Directors of TRANSCOM, INC., a Minnesota corporation (the "Merged Corporation"), pursuant to the provisions of Minnesota Statutes 302A.651, do hereby waive any and all requirements for the holding of a meeting of the Board of Directors of the Corporation and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with International Seal Company, Inc.

WHEREAS, in the opinion of this Board of Directors, it is advisable and in the best interests of the Corporation and its shareholders that Transcom, Inc. be merged with and into the International Seal Company, Inc. pursuant to the provisions of Minnesota Statutes 302A.651 and Nevada Revised Statutes, Chapter 92A; and

WHEREAS, the merger would be carried out in accordance with the terms and provisions of the AGREEMENT AND PLAN OF MERGER OF TRANSCOM, INC. WITH AND INTO INTERNATIONAL SEAL COMPANY, INC. (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto as Exhibit 1 and hereby made a part hereof; and

NOW, THEREFORE, BE IT RESOLVED, that the AGREEMENT AND PLAN OF MERGER be, and the same hereby is, approved and adopted; and

FURTHER RESOLVED, that shareholder notification is not required pursuant to Nevada Revised Statutes Chapter 92A.130 and Minnesota Code Section 651, because both Surviving Corporation and Merged Corporation are wholly-owned subsidiaries of Freudenberg-NOK General Partnership and its corporate partners, NOK, Inc, a Nevada corporation, and Freudenberg North America L.P., a limited partnership treated as a corporation for tax purposes. Thus shareholder rights will be unchanged by the merger of two wholly-owned subsidiaries.

FURTHER RESOLVED, the proper officers of the Corporation be, and they hereby are, authorized and directed to execute the AGREEMENT AND PLAN OF MERGER and the Articles of Merger (Pursuant to NRS Chapter 92A); and

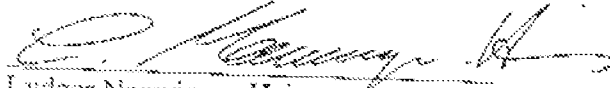
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FURTHER RESOLVED, the proper officers of the Corporation be, and they hereby are, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees, expenses and charges as they, or any of them, may deem necessary or appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof.

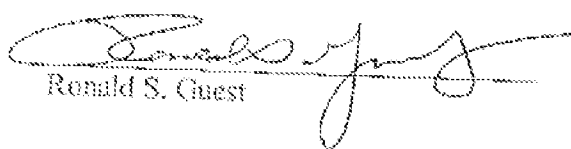
The undersigned, being all of the Directors of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Directors have hereunto set their hands and seals on this first day of October, 2003.

DIRECTORS:


Ludger Neuwiinger-Heimes

John E. Rice


Ronald S. Guest

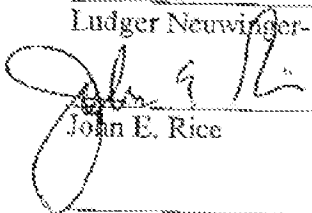
FURTHER RESOLVED, the proper officers of the Corporation be, and they hereby are, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees, expenses and charges as they, or any of them, may deem necessary of appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof.

The undersigned, being all of the Directors of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Directors have hereunto set their hands and seals on this first day of October, 2003.

DIRECTORS:

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Ludger Neuwinger-Heimes


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John E. Rice

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Ronald S. Guest