

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0851-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Ivex Converted Products Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) March 20, 1995

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Kama Corporation

Internal

Address: Suite 200

Street Address: 100 Tri-State Drive

City: Lincolnshire

State: Illinois

Country: U.S.A. Zip: 60069

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_
- Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
955,516

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Perf-A-Pak  
(docket # 370099-00015)

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

Name: David P. Maivald

Internal Address: Eckert Seamans Cherin & Mellott, LLC

Street Address: Alcoa Technical Center  
100 Technical Drive

City: Alcoa Center

State: PA Zip: 15069

Phone Number: 724-337-3951

Fax Number: 724-337-5959

Email Address: david.maivald@alcoa.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 1000  
Expiration Date 10/05

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

David P. Maivald  
Signature

Aug. 26, 2005  
Date

David P. Maivald

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22315-1450

TRADEMARK

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# Delaware

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*The First State*

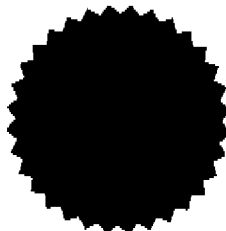
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"IVEX CONVERTED PRODUCTS CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "KAMA CORPORATION" UNDER THE NAME OF "KAMA CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF MARCH, A.D. 1995, AT 9 O'CLOCK A.M.

2173597 8100M

050675372



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 4095029

DATE: 08-16-05

TRADEMARK

REEL: 003180 FRAME: 0473

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 03/17/1995  
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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of March 26, 1995, between IVEX CONVERTED PRODUCTS CORPORATION, a Delaware corporation ("Ivex"), and KAMA CORPORATION, a Delaware corporation ("Kama").

### WITNESSETH:

WHEREAS, the respective Boards of Directors of Ivex and Kama deem it advisable to merge Ivex into Kama (the "Merger") pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, Ivex and Kama hereby adopt this Agreement, each acting pursuant to (i) a resolution duly adopted by the unanimous vote of its Board of Directors, (ii) the consent of its stockholder as required by law and (iii) the authority given by and in accordance with the provisions of Sections 251 and 259 of the Delaware General Corporation Law (the "GCL"), whereby at the Effective Date (as defined in Section 2.1 hereof) of the Merger, Ivex shall be merged into Kama and each outstanding share of common stock, par value \$1.00 per share, of Ivex and each such share of treasury stock shall be cancelled and shall cease to exist and each outstanding share of common stock, par value \$.01 per share, of Kama shall continue to be outstanding.

## ARTICLE I

### THE CONSTITUENT CORPORATIONS

1.1 Kama. Kama was organized under the GCL in 1988. The authorized capital stock of Kama consists of 1,000 shares of common stock, par value \$.01 per share. There are 1,000 shares of Kama common stock issued and outstanding.

1.2 Ivex. Ivex was organized under the GCL in 1986. The authorized capital stock of Ivex consists of 1,000 shares of common stock, par value \$1.00 per share. There are 117 shares of Ivex common stock issued and outstanding.

## ARTICLE II

### THE MERGER

2.1 Terms of Merger. After receipt of the consent of the Merger by the shareholders of Ivex in accordance with applicable law, Ivex shall merge into Kama pursuant to the provisions of the GCL. The name of the surviving corporation shall be Kama Corporation. The Merger shall become effective on the date and

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as of the time this Agreement is filed by the Secretary of State of Delaware as provided by law (the "Effective Date").

2.2 Effect of Merger. At the Effective Date, (i) the separate existence of Ivex shall cease, and Ivex shall be merged into Kama, which, as the surviving corporation, shall thereupon and thereafter possess all the rights, privileges, powers and franchises of Ivex and shall be subject to all the restrictions, liabilities and duties of Ivex; and all property, real, personal and mixed, and all debts due to Ivex on whatever account, for stock subscriptions as well as all other things in action or belonging to Ivex, shall be vested in Kama, without further act or deed, all in accordance with and with the effect stated in Section 259 of the GCL, as amended, and all property, rights, privileges, powers and franchises, and all and every other interest, shall thereafter be the property of Kama as they were of Ivex, and the title to any real estate vested by deed or otherwise in Ivex shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors and liens upon any property of Ivex shall be preserved unimpaired, and all debts, liabilities and duties of Ivex shall thenceforth attach to Kama, and may be enforced against Kama to the same extent as if said debts, liabilities and duties had been incurred or contracted by Kama, and (ii) each outstanding share of common stock, par value \$1.00 per share, of Ivex and each such share of treasury stock shall be cancelled and shall cease to exist and each outstanding share of common stock, par value \$.01 per share, of Kama shall continue to be outstanding.

### ARTICLE III

#### CERTIFICATE OF INCORPORATION; BY-LAWS; SURVIVING CORPORATION; OFFICERS

3.1 Certificate of Incorporation and By-laws. The Certificate of Incorporation and By-laws of Kama shall be the certificate of incorporation and by-laws of Kama as the surviving corporation, to remain unchanged until amended as provided therein or by law.

3.2 Surviving Corporation. The name of the surviving corporation shall be Kama Corporation.

**3.3 Officers.** From and after the Effective Date, the officers of Kama, each to hold office until his successor has been duly chosen or appointed, shall be as follows:

<u>Office</u>	<u>Name</u>
President and Chief Executive Officer	George V. Bayly
Vice President and General Manager	Eugene M. Whitacre
Vice President, Chief Financial Officer and Assistant Secretary	Frank V. Tannura
Vice President and Treasurer	Richard R. Cote
Vice President, Secretary and General Counsel	G. Douglas Patterson
Vice President and Assistant Secretary	Jerry S. Lawrence

#### ARTICLE IV

##### TERMINATION AND ABANDONMENT OF THE MERGER

**4.1 Termination of Agreement.** This Agreement may be terminated and the Merger abandoned prior to the Effective Date by mutual written consent of the Boards of Directors of Kama and Ivex.

**4.2 Effect on Termination.** In the event of termination and abandonment pursuant to Section 5.1 hereof, this Agreement shall become void and have no effect, without any liability on the part of any of the parties.

#### ARTICLE V

##### MISCELLANEOUS

**5.1 Amendments.** Any term or provision of this Agreement may be waived at any time by the party which is, or whose shareholders are, entitled to the benefits thereof, and any term or provision of this Agreement may be amended or supplemented at any time by a writing signed by the parties.


**5.2 Entire Agreement.** This Agreement, together with the documents referred to herein, constitutes the entire agreement between Kama and Ivex with respect to the Merger, and supersedes all prior arrangements or understandings with respect thereto.

5.3 Indemnity. None of the directors, officers, representatives, agents or legal counsel of any party shall have any liability in damages, rescission or otherwise to any other party under or on account of this Agreement or any of the transactions contemplated thereby.


5.4 Enforceability. If any provision of this Agreement is deemed or held to be illegal, invalid, or unenforceable, this Agreement shall be considered severable and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other aspects this Agreement shall remain in full force and effect, provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable and be legal, valid and enforceable. Further should any provision contained in this Agreement ever be reformed or rewritten by a judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties thereto.

IN WITNESS WHEREOF, each of Kama and Ivex has caused this Agreement to be signed in its corporate name by its duly authorized officer, attested by its Secretary or Assistant Secretary, all as the date first above written.


IVEX CONVERTED PRODUCTS CORPORATION

By:   
Name: G. Douglas Patterson  
Title: Vice President


ATTEST:

By:   
Name: FRANK V. TANNURA  
Title: ASST. SEC.

KAMA CORPORATION

By:   
Name: G. Douglas Patterson  
Title: Vice President

ATTEST:

By:   
Name: FRANK V. TANNURA  
Title: ASST. SEC.

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