

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/01/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pixall, LLC		11/25/2003	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

Name:	Oxbo International Corporation
Street Address:	7275 Batavia-Byron Rd.
City:	Byron
State/Country:	NEW YORK
Postal Code:	14422
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1438989	PIXALL

**CORRESPONDENCE DATA**

Fax Number: (414)297-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (414) 297-5723  
 Email: ptomailmilwaukee@foley.com  
 Correspondent Name: Richard J. McKenna  
 Address Line 1: 777 E. Wisconsin Avenue  
 Address Line 2: Foley & Lardner LLP  
 Address Line 4: Milwaukee, WISCONSIN 53202-5306

ATTORNEY DOCKET NUMBER:	026025-0124
NAME OF SUBMITTER:	Jill M. Schenk

CH \$40.00 1438989

Signature:	/Jill M. Schenk/
Date:	11/10/2005
Total Attachments: 5 source=oxbomerge#page1.tif source=oxbomerge#page2.tif source=oxbomerge#page3.tif source=oxbomerge#page4.tif source=oxbomerge#page5.tif	

RECEIVED DEPT OF FINANCIAL INSTITUTIONS  
Sec. 679.77, 180.1105, and 183.1204 Wis. Stats.  
03 NOV 26 PM 3: 13

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



### ARTICLES OF MERGER

#### 1. Non-Surviving Parties to the Merger:

Company Name: PIXALL, LLC <i>12 P034556</i>
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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.)	

Company Name: BYRON ENTERPRISES, INC. <i>02 B036757 (805M)</i>
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Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>NEW YORK</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.)	

NOV 26 2003 03:14 PM  
Schedule more non-surviving parties as an additional page  
220459 DCORP150 \$150.00

#### 2. Surviving Business Entity:

Company Name: OXBO INTERNATIONAL CORPORATION <i>02 0020130 (144BM)</i>
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Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>DELAWARE</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.)	

FILING FEE - \$150.00  
DFI/CORP/2000(R02/10/03) Use of this form is voluntary.

**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

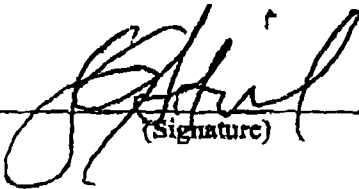
(Append or attach the **PLAN OF MERGER**. Optional Plan of Merger template on Pages 4 & 5)

**4. (OPTIONAL) Effective Date and Time of Merger**

These articles of merger, when filed, shall be effective on 12/01/2003 (date) at 8:00 a.m. (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 NOVEMBER 25, 2003 (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.

GARY C. STICH  
(Printed Name)

For a limited partnership  
Title:  General Partner

For a corporation  
Title:  President OR  Secretary  
or other officer title \_\_\_\_\_

For a limited liability company  
Title:  Member OR  Manager

This document was drafted by: THIS DOCUMENT IS NOT EXECUTED IN WISCONSIN  
(Name the individual who drafted the document)

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of November 25, 2003, is by and among Byron Enterprises, Inc., a New York corporation ("Byron"), Pixall, LLC, a Wisconsin limited liability company ("Pixall"), and Oxbo International Corporation, a Delaware corporation ("Oxbo").

WHEREAS, the respective Boards of Directors of each of Byron and Oxbo, and the Manager and Sole Member of Pixall believe it is in the best interest of each company and their respective stockholders or members that Byron, Pixall and Oxbo combine into a single entity through the statutory merger of Byron and Pixall with and into Oxbo (the "Merger") and, in furtherance thereof, have approved the Merger; and

WHEREAS, pursuant to the Merger, and subject to the terms and conditions of this Agreement, all of the issued and outstanding shares of common stock of Byron will be canceled and all of the issued and outstanding units of membership interest of Pixall will be canceled, and each of the shareholders of Oxbo shall continue to hold his, her or its respective pro rata percentage of shares of common stock of Oxbo following the Merger;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, as well as for other good and valuable consideration, the receipt and consideration of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Merger. At the "Effective Time," as defined in Section 2 below, and subject to the terms and conditions of this Agreement and the applicable provisions of the Delaware General Corporation Law, the New York Business Corporation Law and the Wisconsin Business Corporation Law, Byron and Pixall shall be merged with and into Oxbo, the separate corporate existence of Byron and Pixall shall cease, and Oxbo shall continue as the surviving corporation. Oxbo, as the surviving corporation after the Merger, is sometimes referred to hereinafter as the "Surviving Corporation."

2. Closing; Effective Time. The closing of the Merger (the "Closing") will take place upon such date and at such place and time and in such manner as agreed to by the parties. The date upon which the Closing actually occurs is referred to hereinafter as the "Closing Date." On or prior to the Closing Date, the parties hereto shall file (i) a Certificate of Merger with the Secretary of State of the State of Delaware, (ii) a Certificate of Merger with the New York State Department of State, and (iii) Articles of Merger with the Wisconsin Department of State, in accordance with the relevant provisions of Delaware, New York and Wisconsin law, to be effective as of December 1, 2003 (the "Effective Time").

3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Delaware, New York and Wisconsin law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, powers and franchises of Byron and Pixall shall vest in the Surviving Corporation, and all debts, liabilities and duties of Byron and Pixall shall become the debts, liabilities and duties of the Surviving Corporation.

4. Certificate of Incorporation; Bylaws. At the Effective Time, the Certificate of Incorporation and Bylaws of Oxbo, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation and/or the Bylaws.

5. Directors and Officers. The directors and officers of Oxbo immediately prior to the Effective Time shall be the initial directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the provisions of the Surviving Corporation's Certificate of Incorporation and Bylaws.

6. Capital Structure of the Corporations.

(a) The authorized capital stock of Byron consists solely of Four Million (4,000,000) shares of common stock, having a par value of \$.01 per share. As of the date hereof, there are Eight Hundred Nine Thousand One Hundred Ninety-Four (809,194) shares of common stock of Byron issued and outstanding and entitled to vote, all of which are owned by Oxbo.

(b) As of the date hereof, there are Ten Thousand (10,000) units of membership interest of Pixall issued and outstanding and entitled to vote, all of which are owned by Oxbo.

(c) The authorized capital stock of Oxbo consists of Four Million (4,000,000) shares of common stock, having a par value of \$.01 per share. As of the date hereof, there are One Million One Hundred Sixty-Two Thousand Three Hundred Sixty-Three (1,162,363) shares of common stock of Oxbo issued, of which One Thousand Eight (1,008) are held in treasury and One Million One Hundred Sixty-One Thousand Three Hundred Fifty-Five (1,161,355) are outstanding and entitled to vote.

7. Merger Consideration; Closing Deliveries.

(a) By virtue of the Merger, at the Effective Time, all of the shares of common stock and units of membership interest, respectively, of Byron and Pixall issued and outstanding immediately prior to the Effective Time shall be cancelled, and each of the holders of shares of common stock of Oxbo issued and outstanding immediately prior to the Effective Time shall continue to hold his, her or its respective pro rata percentage of shares of common stock of the Surviving Corporation.

8. Delivery of Certificates. In furtherance of the foregoing, on the Closing Date, Byron and Pixall shall cause to be delivered to Oxbo all share or membership certificates representing the ownership of shares of common stock of Byron or units of membership interest of Pixall, as applicable, duly endorsed or otherwise in proper form for transfer to Oxbo for cancellation.

9. Inspection. An original copy of this Agreement shall be kept at the offices of the Surviving Corporation at 7275 Byron-Batavia Road, Byron, New York 14422, and shall be made available at said location for inspection by the stockholders of the Surviving Corporation or by any person who was a stockholder of Byron or a member of Pixall. A copy of this Agreement shall be furnished to any such stockholder or person upon written request and without charge.

10. Tax Consequences. It is intended by Oxbo that the Merger shall constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code (the "Code"). Notwithstanding the foregoing, neither Oxbo nor the Surviving Corporation makes any representation that the transaction will, in fact, constitute a reorganization.

11. Further Assurances. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Byron, Pixall and Oxbo, the officers and directors of Oxbo, Byron and Pixall are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

12. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the transactions contemplated hereby and may be modified only by a subsequent written document between the parties hereto.

13. Assignment; Binding Effect. This Agreement and the parties' respective rights, duties and obligations hereunder may not be assigned without the prior written consent of all parties hereto. Any attempted assignment in violation of this Section 13 shall be null and void and of no effect whatsoever. The provisions of this Agreement shall be binding upon and inure to the benefit of each party and their respective legal representatives, successors and assigns.

14. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the 25th day of November, 2003.

BYRON ENTERPRISES, INC.

By:

J. E. Nowicki  
James E. Nowicki, Chief Financial  
Officer and Assistant Secretary

PIXALL, LLC

By: OXBO International Corporation, Sole  
Member

By:

J. E. Nowicki  
James E. Nowicki, Chief Financial  
Officer and Assistant Secretary

OXBO INTERNATIONAL CORPORATION

By:

J. E. Nowicki  
James E. Nowicki, Chief Financial  
Officer and Assistant Secretary