

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |                                                                                      |                       |                      |
|----------------------------------|--------------------------------------------------------------------------------------|-----------------------|----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT                                                                       |                       |                      |
| <b>NATURE OF CONVEYANCE:</b>     | CHANGE OF NAME                                                                       |                       |                      |
| <b>CONVEYING PARTY DATA</b>      |                                                                                      |                       |                      |
| <b>Name</b>                      | <b>Formerly</b>                                                                      | <b>Execution Date</b> | <b>Entity Type</b>   |
| NATIONAL-STANDARD COMPANY        |                                                                                      | 03/31/2005            | CORPORATION: INDIANA |
| <b>RECEIVING PARTY DATA</b>      |                                                                                      |                       |                      |
| <b>Name:</b>                     | NATIONAL-STANDARD, LLC                                                               |                       |                      |
| <b>Street Address:</b>           | 1618 Terminal Road                                                                   |                       |                      |
| <b>City:</b>                     | Niles                                                                                |                       |                      |
| <b>State/Country:</b>            | MICHIGAN                                                                             |                       |                      |
| <b>Postal Code:</b>              | 49120                                                                                |                       |                      |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE                                                  |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b> |                                                                                      |                       |                      |
| <b>Property Type</b>             | <b>Number</b>                                                                        | <b>Word Mark</b>      |                      |
| Registration Number:             | 2326343                                                                              | BRUSH-PACK            |                      |
| <b>CORRESPONDENCE DATA</b>       |                                                                                      |                       |                      |
| <b>Fax Number:</b>               | (703)415-0883                                                                        |                       |                      |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                      |
| <b>Phone:</b>                    | 312-876-1800                                                                         |                       |                      |
| <b>Email:</b>                    | schinyavong@woodphillips.com                                                         |                       |                      |
| <b>Correspondent Name:</b>       | John S. Mortimer                                                                     |                       |                      |
| <b>Address Line 1:</b>           | Citigroup Center, Suite 3800                                                         |                       |                      |
| <b>Address Line 2:</b>           | 500 West Madison Street                                                              |                       |                      |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60661                                                              |                       |                      |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 10075T00020US                                                                        |                       |                      |
| <b>NAME OF SUBMITTER:</b>        | John S. Mortimer                                                                     |                       |                      |
| <b>Signature:</b>                | /John S. Mortimer/                                                                   |                       |                      |

**CH \$40.00 2326343**

Date:

04/28/2006

**Total Attachments: 13**

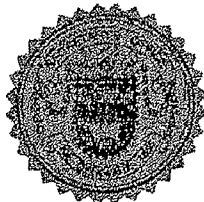
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# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A INDIANA CORPORATION UNDER THE NAME OF "NATIONAL-STANDARD COMPANY" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "NATIONAL-STANDARD COMPANY" TO "NATIONAL-STANDARD, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MARCH, A.D. 2005, AT 11:17 O'CLOCK P.M.



2374397 8100V

050264843

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3786366

DATE: 04-04-05

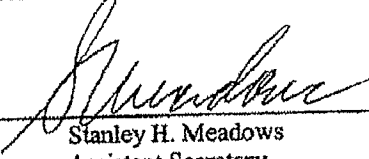
TRADEMARK  
REEL: 003299 FRAME: 0341

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:17 PM 03/31/2005  
FILED 11:17 PM 03/31/2005  
SRV 050264843 - 2374397 FILE

STATE OF DELAWARE

CERTIFICATE OF CONVERSION  
FROM A FOREIGN CORPORATION  
TO A LIMITED LIABILITY COMPANY  
PURSUANT TO SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

1. The name and jurisdiction where the Corporation was first incorporated is National-Standard Company, an Indiana corporation (the "Corporation").
2. The date on which the Corporation was first incorporated is January 13, 1994.
3. The name of the Corporation immediately prior to the filing of this Certificate of Conversion is National-Standard Company.
4. The name of the Limited Liability Company as set forth in its Certificate of Formation filed in accordance with Section 18-214(b) is NATIONAL-STANDARD, LLC.
5. This Certificate of Conversion shall become effective on March 31, 2005.

  
Name: Stanley H. Meadows  
Title: Assistant Secretary

CH199 4451356-1.047235.0010

TRADEMARK  
REEL: 003299 FRAME: 0342

LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NATIONAL-STANDARD, LLC

This Limited Liability Company Agreement of National-Standard, LLC, a Delaware limited liability company (the "Company"), is adopted as of the 31st day of March, 2005, by its sole member Heico Holding, Inc., a Delaware corporation (the "Member" and "Manager").

1. Formation of Company. The Member is the sole member of the Company which was formed pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act"), and the rights and liabilities of the Member shall be as provided in the Act, except as herein otherwise provided. No Member or Manager of the Company shall be obligated personally for any debts, obligations or liabilities of the Company solely by reason of being a Member or acting as a Manager of the Company.

2. Name. The Company shall be conducted under the name of National-Standard, LLC, or such other name as the Manager may from time to time select.

3. Principal Place of Business. The principal place of business of the Company shall be at such place or places as from time to time may be determined by the Manager.

4. Registered Agent and Office. The registered address of the Company in Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The registered agent at that address is The Corporation Trust Company.

5. Term of the Company. The Company shall commence on the date hereof and shall continue until termination pursuant to Section 11 hereof.

6. Purposes of the Company. The purposes of the Company are to conduct any lawful act or activity for which limited liability companies may be organized under the Act.

7. Capital Contributions and Ownership Interests.

7.1 Ownership Interest. The Member owns a one hundred percent (100%) ownership interest in the Company. Ownership interests may be represented by certificates in form determined by the Member. The ownership interests constitute securities subject to Article VIII of the Uniform Commercial Code as in effect in the applicable jurisdictions.

7.2 Capital Accounts. The Company shall maintain a capital account for the Member which shall be increased by the fair market value of properties contributed by the Member and the Member's share of Company profits, and shall be decreased by the fair market value of distributions to the Member and the Member's share of Company losses.

## 8. Distributions and Allocations.

8.1 Distributions. Distributions shall be made in the amounts and at the times determined by the Manager.

8.2 Allocations. Company profits and losses, and Company taxable income and loss, shall be allocated to the Member.

## 9. Books of Account, Accounting and Reports, Fiscal Year, Tax Returns, and Tax Election.

9.1 Books of Account. The Company shall maintain or cause to be maintained at all times true and proper books, records, reports and accounts in accordance with generally accepted accounting principles consistently applied, in which shall be entered fully and accurately all transactions of the Company and the Member shall have access thereto at all reasonable times. The Company shall keep vouchers, statements, receipted bills and invoices and all other records in connection with the Company's business.

9.2 Accounting and Reports. As soon as reasonably practicable after the end of the Company's fiscal year, in sufficient time to permit the timely filing of income tax returns, the Company shall cause to be prepared and furnished to the Member financial statements for the Company for the year then ending and such other information as may be required by the Internal Revenue Code, and any applicable state or local income tax laws. The financial statements of the Company need not be audited.

9.3 Fiscal Year. The fiscal year of the Company shall end on the 31st day of December in each year.

9.4 Banking. All funds of the Company received from any and all sources shall be deposited in such separate checking and/or savings account or accounts as shall be determined by the Manager.

9.5 Tax Returns. The Manager shall be the Tax Matters Partner and shall provide for the preparation and filing of all necessary tax returns or other filings required under any governmental authority.

## 10. Management and Duties.

10.1 Management. Except as provided herein, the full, exclusive and complete discretion in the management and control of the business and affairs of the Company for the purpose herein stated shall be vested in a Manager. The Manager shall be considered a "manager" as that term is used in the Act. The Manager shall have full authority to bind the Company by execution of documents, instruments, agreements, contracts or otherwise to any obligation not inconsistent with the provisions of this Agreement. The Manager may be removed and replaced at any time in the sole discretion of the Member.

10.2 Officers. The Manager may delegate its management responsibility to one or more officers, including a President, one or more Vice Presidents, Treasurer and Secretary, and such other officers as it deems necessary, each of whom shall serve such term as determined by the Manager. Each such officer shall have the duties assigned him by the Manager in its sole discretion. The initial officers of the Company shall be as set forth on Exhibit A attached hereto.

11. Dissolution of the Company.

11.1 Events Resulting in Dissolution. The decision of the sole Member to dissolve shall result in an immediate dissolution of the Company.

11.2 Liquidation. In the event of the dissolution of the Company for any reason, the Manager shall commence to wind up the affairs of the Company and to liquidate its assets. The Member shall continue to be allocated profits and losses during the period of liquidation. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed.

11.3 Distribution of Liquidation Proceeds. Upon liquidation, the assets of the Company shall be used and distributed in the following order: (a) to pay or provide for the payment of all debts and liabilities of the Company to creditors other than the Member and all expenses of liquidation; (b) to pay or provide for the payment pro rata of all debts and liabilities of the Company to the Member; and (c) to be distributed to the Member.

11.4 Liquidation Accounting. Within a reasonable time after the date the assets have been distributed in liquidation, the Manager shall cause to be prepared a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and the Member's distributions made pursuant to Paragraph 11.3 hereof.

11.5 Termination. Upon the completion of liquidation of the Company and the distribution of all Company assets, the Company shall terminate.

12. Indemnification and Insurance.

12.1 Each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, is or was a Member, Manager or officer of the Company or is or was a Member, Manager or officer of the Company who is or was serving at the request of the Company as a manager, director, officer, employee or agent of another limited liability company, or of a Corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, may be indemnified and held harmless by the Company to the fullest extent authorized by the laws of Delaware as the same now or may hereafter exist (but, in the case of any change, only to the extent that such change authorizes the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such change) against all costs, charges, expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such eligibility for indemnification shall continue as to a person who has ceased to be a Member, Manager or officer

and shall inure to the benefit of his heirs, executors and administrators. The provisions relating to indemnification in Paragraph 12 hereof may include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition upon receipt by the Company of an undertaking, by or on behalf of such Member, Manager or officer, to repay all amounts so advanced if it shall ultimately be determined that the Member, Manager or officer is not entitled to be indemnified under Paragraph 12 hereof or otherwise. The Company may, by action of its Manager, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of the Member, Manager and officers.

12.2 A person shall only be entitled to indemnification if the person acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

12.3 The provisions relating to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in Paragraph 12 hereof shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Formation, other agreement, decision of the Manager, vote of Member or otherwise.

12.4 The Company may maintain insurance, at its expense, to protect itself and the Member, Manager and officers of the Company against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under Delaware law.

12.5 To the extent that the Member or Manager or officer of the Company is by reason of such position, or a position with another entity at the request of the Company, a witness in any proceeding, he may be indemnified against all costs and expenses actually and reasonably incurred by him or on his behalf in connection therewith.

12.6 Any amendment, repeal or modification of any provision of this Paragraph by the Member or Manager shall not adversely affect any right or protection of a Member, Manager or officer of the Company existing at the time of such amendment, repeal or modification.

13. Amendments. This Agreement may be amended at any time and from time to time only in writing and with the approval of the Member.

\* \* \*



IN WITNESS WHEREOF, the sole Member and Manager has adopted this Agreement as of the day and year first above written.

SOLE MEMBER AND MANAGER:

HEICO HOLDING, INC.

By: 

Name: Stanley H. Meadows

Title: Assistant Secretary

**EXHIBIT A**

**Officers  
of  
National-Standard, LLC**

E. A. Roskovensky - President and CEO  
Lawrence G. Wolski - Executive Vice President and CFO  
Glenn A. Pearson - Controller and Secretary  
Stanley H. Meadows - Assistant Secretary  
Douglas A. Johnson - Assistant Secretary  
Gary A. Raduenz - Assistant Secretary  
Dan M. Schramm - Assistant Secretary

State of Indiana  
Office of the Secretary of State

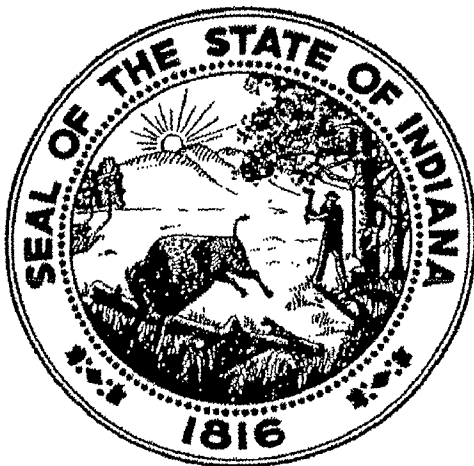
CERTIFICATE OF AMENDMENT  
of  
NATIONAL-STANDARD COMPANY

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

NATIONAL-STANDARD, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, April 01, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 1, 2005.

A handwritten signature in cursive script that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

1994010867 / 2005040766608



**ARTICLES OF ENTITY CONVERSION:**  
**Conversion of a Corporation into a Limited Liability Company**  
 State Form 51578 (1-04)  
 Approved by State Board of Accounts, 2004

TODD ROKITA  
 SECRETARY OF STATE  
 CORPORATE DIVISION  
 302 W. Washington Street, Rm. E018  
 Indianapolis, IN 46204  
 Telephone: (317) 232-6576

**INSTRUCTIONS:** Use 8 1/2" x 11" white paper for attachments.  
 Present original and one copy to the address in upper right corner of this form.  
 Please TYPE or PRINT OF STATE  
 Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

Indiana Code 23-1-18-3  
**FILING FEE: \$30.00**

**ARTICLES OF CONVERSION**  
**OF**  
 NATIONAL-STANDARD COMPANY, an Indiana corporation  
 (hereinafter "Non-surviving Corporation")

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**INTO**  
 NATIONAL-STANDARD, LLC, a Delaware limited liability company  
 (hereinafter "Surviving LLC")

**ARTICLE I: PLAN OF ENTITY CONVERSION**

a. Please set forth the Plan of Conversion, containing such information as required by Indiana Code 23-1-38.5-11 and Indiana Code 23-1-38.5-12, attach herewith, and designate it as "Exhibit A."  
 The following is basic information that must be included in the Plan of Entity Conversion: (please refer to Indiana Code 23-1-38.5-12 for a more complete listing of requirements before submitting the plan).

- A statement of the type of business entity that Surviving LLC will be and, if it will be a foreign non-corporation, its jurisdiction of organization;
- The terms and conditions of the conversion;
- The manner and basis of converting the shares of Non-surviving Corporation into the interests, securities, obligations, rights to acquire interests or other securities of Surviving LLC following its conversion; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic document (if any) of Surviving LLC.
- If, as a result of the conversion, one or more shareholders of Non-surviving Corporation would be subject to owner liability for debts, obligations, or liabilities of any other person or entity, those shareholders must consent in writing to such liabilities in order for the Plan of Merger to be valid.

b. Please read and sign the following statement.  
 I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the Articles of Incorporation or bylaws of Non-surviving Corporation and is duly authorized by the shareholders of Non-surviving Corporation as required by the laws of the State of Indiana.

Signature *Stanley H. Meadows* Printed Name Stanley H. Meadows Title Assistant Secretary

**ARTICLE II: NAME AND DATE OF INCORPORATION OF NON-SURVIVING CORPORATION**

a. The name of Non-surviving Corporation immediately before filing these Articles of Entity Conversion is the following:  
National-Standard Company

b. The date on which Non-surviving Corporation was incorporated in the State of Indiana is the following: January 13, 1994

**ARTICLE III: NAME AND PRINCIPAL OFFICE OF SURVIVING LLC**

a. The name of Surviving LLC is the following:  
National-Standard, LLC

- (Please note pursuant to Indiana Code 23-18-2-8, this name must include the words "Limited Liability Company", "L.L.C.", or "LLC").
- (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

b. The address of Surviving LLC's Principal Office is the following:

| Street Address     | City  | State | Zip Code |
|--------------------|-------|-------|----------|
| 1618 Terminal Road | Niles | MI    | 49120    |

**ARTICLE IV: REGISTERED OFFICE AND AGENT OF SURVIVING LLC**

Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent

CT Corporation

Address of Registered Office (street or postoffice)

251 E Ohio St Ste 1100

City

Indpls

Zip Code

46204

**ARTICLE V - JURISDICTION OF SURVIVING LLC AND CHARTER SURRENDER OF NON-SURVIVING CORPORATION**

**JURISDICTION**

Please state the jurisdiction in which Surviving LLC will be organized and governed. Delaware

**CHARTER SURRENDER** ((Please complete this section only if Surviving LLC is organized outside of Indiana).)

If the jurisdiction stated above is not Indiana, please set forth the Articles of Charter Surrender for the Non-surviving Corporation and attach herewith as "Exhibit B."

Pursuant to *Indiana Code 23-1-38.5-14*, the Articles of Charter Surrender must include:

1. The name of Non-surviving Corporation;
2. A statement that the Articles of Charter Surrender are being filed in connection with the conversion of Non-surviving Corporation into an LLC that will be organized in a jurisdiction other than the State of Indiana;
3. A signed statement under penalty of perjury that the conversion was duly approved by the shareholders of Non-surviving Corporation in a manner required by Indiana Law and consistent with the Articles of Incorporation or the bylaws of Non-surviving Corporation;
4. The jurisdiction under which the Surviving LLC will be organized; and
5. The address of Surviving LLC's executive office.

**ARTICLE VI: DISSOLUTION OF SURVIVING LLC**

Please indicate when dissolution will take place in Surviving LLC:

- The latest date upon which Surviving LLC is to dissolve is \_\_\_\_\_, OR
- Surviving LLC is perpetual until dissolution.

**ARTICLE VII: MANAGEMENT OF SURVIVING LLC**

Surviving LLC will be managed by:  The members of Surviving LLC, OR  A manager or managers

In Witness Whereof, the undersigned being an officer or other duly authorized representative of Non-surviving Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 31st day of March, 2005.

Signature

Printed Name

Stanley H. Meadows

Title

Assistant Secretary

**PLAN OF ENTITY CONVERSION**  
**OF**  
**NATIONAL-STANDARD COMPANY**  
*An Indiana corporation*

This Plan of Entity Conversion is adopted this 30th day of March, 2005, by **National-Standard Company**, an Indiana corporation (the "**Non-surviving Corporation**") for purposes of converting to a Delaware limited liability company under the name "**National-Standard, LLC**" (the "**Surviving LLC**").

1. The name of the Non-surviving Corporation is NATIONAL-STANDARD COMPANY., an Indiana corporation, and the name of the Surviving LLC shall be NATIONAL-STANDARD, LLC, a Delaware limited liability company.

2. The Non-surviving Corporation is continuing its existence in the organizational form of the Surviving LLC.

3. The Non-surviving Corporation is a corporation organized and governed under the laws of the State of Indiana.

5. The Surviving LLC will be a limited liability company organized and governed under the laws of the State of Delaware.

6. Each shareholder of the Non-surviving Corporation shall receive one unit in the Surviving LLC in exchange for each share of the capital stock of the Non-surviving Corporation owned by such shareholder.

7. A true and correct copy of the Certificate of Formation of the Surviving LLC is attached hereto as Exhibit A.

8. The conversion will become effective on March 31, 2005.

*[signatures to follow]*

Adopted and executed as of the day first written above.

**NATIONAL-STANDARD COMPANY**

By: *S. Meadows*

Name: Stanley H. Meadows

Title: Assistant Secretary

CHI99 4263983-1.065322.0010