

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gross-Given Manufacutring Company		12/28/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Automatic Products International, Ltd.		
Street Address:	75 West Plato Boulevard		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	977220	RMI	
CORRESPONDENCE DATA			
Fax Number:	(612)977-8650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-977-8480		
Email:	ip@briggs.com		
Correspondent Name:	Gerald E. Helget		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	19984.68		
NAME OF SUBMITTER:	Gerald E. Helget		

CH \$40.00 977220

Signature:

/Gerald E. Helget/

Date:

06/09/2006

Total Attachments: 11

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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: AUTOMATIC PRODUCTS INTERNATIONAL, LTD.
MN: GROSS-GIVEN MANUFACTURING COMPANY

State of Formation and Name of Surviving Entity:

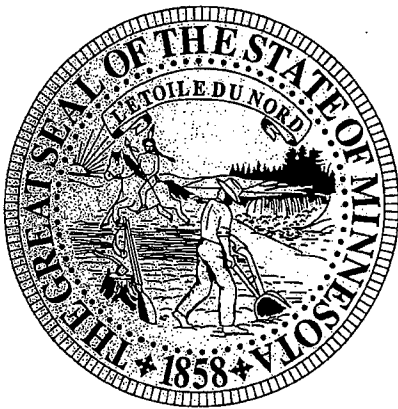
MN: GROSS-GIVEN MANUFACTURING COMPANY

Effective Date of Merger: December 31, 2005 11:59 pm

Name of Surviving Entity after Effective Date of Merger:

AUTOMATIC PRODUCTS INTERNATIONAL, LTD.

This Certificate has been issued on: December 28, 2005.



Mary Kiffmeyer
Secretary of State.

TRADEMARK

REEL: 003324 FRAME: 0764

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ARTICLES OF MERGER
OF
AUTOMATIC PRODUCTS INTERNATIONAL, LTD.
a Minnesota Corporation
INTO
GROSS-GIVEN MANUFACTURING COMPANY
a Minnesota Corporation

Pursuant to the provisions of Sections 302.601 et. seq. of Minnesota Statutes, Chapter 302A, as amended, the undersigned corporations, Gross-Given Manufacturing Company, a Minnesota corporation ("Surviving Corporation"), and Automatic Products International, Ltd., a Minnesota corporation ("Merging Corporation"), hereby adopt the following Articles of Merger:

1. **Plan of Merger.** The Plan of Merger is attached hereto as Exhibit A.
2. **Approval of Plan.** The Plan of Merger has been duly approved and adopted by the Merging Corporation and the Surviving Corporation in the manner prescribed by Minn. Stat. § 302A.
3. **Change of Surviving Company's Name.** Upon the effective time of the merger, Article I of the Articles of Incorporation of the Surviving Corporation shall be amended as follows:

ARTICLE I
NAME

The name of this corporation is Automatic Products International, Ltd.

4. **Effective Date.** The merger shall become effective immediately upon the later of 11:59 p.m. on December 31, 2005, or the time and date that the Articles of Merger are filed with the office of Secretary of State of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed this 28th day of December, 2005.

GROSS-GIVEN MANUFACTURING COMPANY, a Minnesota corporation

AUTOMATIC PRODUCTS INTERNATIONAL, LTD., a Minnesota corporation

By: [Signature]
Its: CEO

By: [Signature]
Its: CEO

EXHIBIT A

PLAN OF MERGER

[Copy Attached]

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TRADEMARK
REEL: 003324 FRAME: 0766

**PLAN OF MERGER
OF
AUTOMATIC PRODUCTS INTERNATIONAL, LTD.
A MINNESOTA CORPORATION
WITH AND INTO
GROSS-GIVEN MANUFACTURING COMPANY
A MINNESOTA CORPORATION**

THIS PLAN OF MERGER, dated as of December 15, 2005, by and between Automatic Products International, Ltd., a Minnesota corporation ("API"), and Gross-Given Manufacturing Company, a Minnesota corporation ("Gross-Given") (API and Gross-Given being sometimes referred to as the "Constituent Corporations").

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable and in the best interests of their respective shareholders that API merge with and into Gross-Given (the "Merger") pursuant to the Minnesota Business Corporation Act ("MBCA");

WHEREAS, the Constituent Corporations have entered into an Agreement and Plan of Merger, dated as of December 15, 2005 ("Agreement and Plan"), setting forth certain representations, warranties and agreements with respect to the Merger; and

WHEREAS, the Merger has been duly approved and adopted by the Constituent Corporations in the manner prescribed by the MBCA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the Merger and the mode of carrying the same into effect and the manner of converting API's securities into Gross-Given's securities and such other details and provisions as are deemed desirable, the parties hereto hereby agree as follows:

**SECTION 1.
MERGER**

1.1 The Merger. At the Effective Time of the Merger (as herein after defined), and in accordance with the terms of this plan of merger ("Plan of Merger") and the Minnesota Business Corporation Act (the "MBCA"), API shall be merged with and into Gross-Given and the separate corporate existence of API shall cease (sometimes hereinafter referred to as the "Merging Corporation"); and Gross-Given shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), however, its name shall change to become "Automatic Products International, Ltd."

1.2 Surviving Corporation. At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of each of the Constituent Corporations, and be subject to all the duties, liabilities and obligations of each of the Constituent Corporations; and all and singular, the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, including subscriptions to shares, and all other

chooses in action and every other interest of or belonging to or due to each of the Constituent Corporations shall vest in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations; and the title to any real estate or any interest therein, vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, duties, liabilities and obligations of either of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, duties, liabilities and obligations had been incurred or contracted by it.

1.3 Effective Time of the Merger. The Merger under this Agreement shall become effective immediately upon the later of 11:59 p.m. on December 31, 2005, or the time and date that duly executed Articles of Merger are filed with the office of Secretary of State of the State of Minnesota (the time of such effectiveness being hereinafter called the "Effective Time of the Merger" or "Effective Time" and the day on which the Effective Time of the Merger occurs being hereinafter called the "Merger Date").

1.4 Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Gross-Given in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, provided that, at the Effective Time, Article I of the Articles of Incorporation of the Surviving Corporation shall be deemed, by virtue of the Merger and without further action by the shareholders or directors of the Surviving Corporation or API, to be amended in accordance with Section 1.5 so as to change the name of the Surviving Corporation to "Automatic Products International, Ltd.," and, until further amended in accordance with the laws of the State of Minnesota, the Articles of Incorporation of the Surviving Corporation, as Article I shall be amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation.

1.5 Change of Surviving Company's Name. Upon the Effective Time of the Merger, Article I of the Articles of Incorporation of the Surviving Corporation shall be amended as follows:

ARTICLE I

The name of this corporation is Automatic Products International, Ltd.

1.6 Bylaws of Surviving Corporation. The Bylaws of Gross-Given in effect immediately prior to the Effective Time shall be deemed, by virtue of the Merger and without further action by the shareholders or directors of the Surviving Corporation or Merging Corporation, to be the Bylaws of the Surviving Corporation, until further amended in accordance with the laws of the State of Minnesota.

1.7 Board of Directors and Officers of Surviving Corporation. The directors of Gross-Given immediately prior to the Effective Time shall be the directors of the Surviving

Corporation, each of such directors to hold office, subject to the applicable provisions of the Bylaws of the Surviving Corporation, until the expiration of the term for which such director was elected and until his or her successor is elected and has qualified or as otherwise provided in the Bylaws of the Surviving Corporation. The principal officers of Gross-Given immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their respective successors are chosen and have qualified or as otherwise provided in the Bylaws of the Surviving Corporation.

1.8 Conversion of Shares of API Common Stock.

(a) **API Voting Common Stock (.5649 Conversion Ratio).** At the Effective Time, (i) each share of API Voting Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall cease to be outstanding and shall become and be converted into and exchanged for .5649 shares of Gross-Given Voting Common Stock; provided, however, that if, between the date hereof and the Effective Time of the Merger, shares of Gross-Given Voting Common Stock shall be changed into a different number of shares or a different class by reason of any reclassification, recapitalization, split-up, combination, exchange of shares or readjustment, or a stock dividend thereon shall be declared with a record date within said period, the number of shares of Gross-Given Voting Common Stock to be issued and delivered upon consummation of the Merger as provided in this Agreement shall be appropriately and proportionately adjusted so that the number of such shares which will be so issued and delivered upon consummation of the Merger will equal the number of shares of Gross-Given Voting Common Stock that shareholders of API would have received had the record date for such reclassification, recapitalization, split-up, combination, exchange of shares, readjustment or stock dividend been immediately following the Effective Time of the Merger. Each such share of Gross-Given Voting Common Stock shall for all corporate purposes of Surviving Company be deemed issued at the Effective Time of the Merger. Fractional shares of Gross-Given Voting Common Stock may be issued.

(b) **API Non-Voting Common Stock (.5649 Conversion Ratio).** At the Effective Time, (i) each share of API Non-Voting Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall cease to be outstanding and shall become and be converted into and exchanged for .5649 shares of Gross-Given Non-Voting Common Stock; provided, however, that if, between the date hereof and the Effective Time of the Merger, shares of Gross-Given Voting Common Stock shall be changed into a different number of shares or a different class by reason of any reclassification, recapitalization, split-up, combination, exchange of shares or readjustment, or a stock dividend thereon shall be declared with a record date within said period, the number of shares of Gross-Given Non-Voting Common Stock to be issued and delivered upon consummation of the Merger as provided in this Agreement shall be appropriately and proportionately adjusted so that the number of such shares which will be so issued and delivered upon consummation of the Merger will equal the number of shares of Gross-Given Non-Voting Common Stock that shareholders of API would have received had the record date for such reclassification, recapitalization, split-up, combination, exchange of shares, readjustment or stock dividend been immediately following the Effective Time of the Merger. Each such share of Gross-Given Non-Voting Common Stock shall for all corporate

purposes of Surviving Company be deemed issued at the Effective Time of the Merger. Fractional shares of Gross-Given Non-Voting Common Stock may be issued.

1.9 Dissenters' Rights.

(a) If any holder of API Common Stock shall, prior to the taking of the vote of the shareholders of API on the Merger, file with API a written notice of intent to demand payment of the fair value for such holder's shares of API Common Stock if the Merger is effected, shall not vote in favor of the Merger and shall, after the taking of such vote, make written demand for payment of the fair value for such holder's shares of API Common Stock as provided in Section 302A.473 of the MBCA and comply in all other respects with Section 302A.473 of the MBCA, such holder shall not be entitled to receive the consideration described in Section 1.8 in exchange therefor pursuant to this Agreement unless and until the right of such holder to payment for such holder's shares of API Common Stock under Section 302A.473 shall cease.

(b) If any holder of API Common Stock shall effectively withdraw or lose (through failure to perfect or otherwise) such holder's right to payment for such holder's shares of API Common Stock under Section 302A.473 of the MBCA, then as of the later of the Effective Time or the occurrence of such event, such holder's shares of API Common Stock shall automatically be converted into and represent only the right to receive shares of Gross-Given Common Stock in accordance with Section 1.8.

(c) Each holder of API Common Stock who becomes entitled, pursuant to the provisions of Section 302A.473 of the MBCA, to payment of the fair value of such holder's shares shall receive payment therefor from the Surviving Corporation pursuant to such provisions. API shall give Gross-Given prompt notice upon receipt by API at any time prior to the Effective Time of any notice of intent to demand payment of the fair value for shares under such Section and any withdrawal of any such notice of intent to demand. API agrees that it will not, except with the prior written consent of Gross-Given, negotiate, voluntarily make any payment with respect to, or settle or offer to settle, any such demands at any time prior to the Effective Time.

1.10 Issuance of New Stock Certificates.

(a) Shares of Gross-Given Voting Common Stock. As soon as practicable after the Merger Date, each holder of a certificate for shares of API Voting Common Stock outstanding immediately prior to the Effective Time shall be entitled, upon surrender of such certificate for cancellation to the Surviving Corporation, to receive a new certificate for the number of whole shares of Gross-Given Voting Common Stock to which such holder shall be entitled on the basis set forth above in Section 1.8, and until so surrendered each certificate which, immediately prior to the Effective Time, represented shares of API Voting Common Stock shall not be transferable on the books of the Surviving Corporation but shall be deemed (except for the payment of dividends as provided below) to evidence ownership of the number of shares of Gross-Given Voting Common Stock into which such shares of API Voting Common Stock have been converted on the basis set forth above in Section 1.8; provided, however, that, until the holder of such certificate shall have surrendered the same for exchange as above set

forth, no dividend payable to holders of record of Gross-Given Voting Common Stock as of any date subsequent to the Merger Date shall be paid to such holder with respect to the Gross-Given Voting Common Stock represented by such certificate, but, upon surrender and exchange thereof as herein provided, there shall be paid by the Surviving Corporation to the record holder of such certificate for Gross-Given Voting Common Stock issued in exchange therefor an amount with respect to such shares of Gross-Given Voting Common Stock equal to all dividends that shall have been paid or become payable to holders of record of Gross-Given Voting Common Stock between the Merger Date and the date of such exchange.

(b) **Shares of Gross-Given Non-Voting Common Stock.** As soon as practicable after the Merger Date, each holder of a certificate for shares of API Non-Voting Common Stock outstanding immediately prior to the Effective Time shall be entitled, upon surrender of such certificate for cancellation to the Surviving Corporation, to receive a new certificate for the number of whole shares of Gross-Given Non-Voting Common Stock to which such holder shall be entitled on the basis set forth above in Section 1.8, and until so surrendered each certificate which, immediately prior to the Effective Time, represented shares of API Non-Voting Common Stock shall not be transferable on the books of the Surviving Corporation but shall be deemed (except for the payment of dividends as provided below) to evidence ownership of the number of shares of Gross-Given Non-Voting Common Stock into which such shares of API Non-Voting Common Stock have been converted on the basis set forth above in Section 1.8; provided, however, that, until the holder of such certificate shall have surrendered the same for exchange as above set forth, no dividend payable to holders of record of Gross-Given Non-Voting Common Stock as of any date subsequent to the Merger Date shall be paid to such holder with respect to the Gross-Given Non-Voting Common Stock represented by such certificate, but, upon surrender and exchange thereof as herein provided, there shall be paid by the Surviving Corporation to the record holder of such certificate for Gross-Given Non-Voting Common Stock issued in exchange therefor an amount with respect to such shares of Gross-Given Non-Voting Common Stock equal to all dividends that shall have been paid or become payable to holders of record of Gross-Given Non-Voting Common Stock between the Merger Date and the date of such exchange.

1.11 **No Further Rights or Transfers.** At and after the Effective Time, all issued and outstanding shares of API Common Stock immediately prior to the Effective Time (including without limitation fractional shares) shall be canceled and cease to exist, and each holder of a certificate or certificates that represented issued and outstanding shares of API Common Stock immediately prior to the Effective Time shall cease to have any rights as a shareholder of API with respect to the shares of API Common Stock represented by such certificate or certificates, except to perfect such holder's dissenter's right to receive payment for such holder's shares pursuant to Section 302A.473 of the MBCA and Section 1.9 if such holder has validly exercised and not withdrawn or lost such holder's right to receive payment for such holder's shares pursuant to Section 302A.473 of the MBCA, and no transfer of shares of API Common Stock issued and outstanding immediately prior to the Effective Time shall be made on the stock transfer books of the Surviving Corporation.

SECTION 2.
GENERAL PROVISIONS

2.1 Termination and Abandonment. This Agreement may be terminated and the Merger and other transactions provided for abandoned at any time prior to the Effective Time of the Merger, by action of the Board of Directors of either Constituent Corporation, if the Board of Directors of such Constituent Corporation determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of such Constituent Corporation and its shareholders. In the event of termination of this Agreement; this Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Boards of Directors or shareholders.

2.2 Additional Agreements. Subject to the terms and conditions herein provided, each of the Constituent Corporations agrees to use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. In case at any time after the Effective Time any further action is necessary and desirable to carry out the purposes of this Agreement, the proper officers and directors of each Constituent Corporation shall take such necessary action.

2.3 Miscellaneous Provisions. The following miscellaneous rules and provisions shall apply to the interpretation and enforcement of the parties' obligations under this Plan of Merger: (i) each party hereto shall execute and deliver such instruments and take such other actions as the other party may reasonably request in order to carry out the intent of this Plan of Merger; (ii) this Plan of Merger may be amended, modified, or terminated only with the written consent of all parties hereto; (iii) no waiver of a breach of any provision of this Plan of Merger shall be binding unless in writing and signed by the parties hereto, and any such waiver shall not be construed to be a waiver of any subsequent breach of the same or any other provision of this Plan of Merger; (iv) any term of this Plan of Merger that is illegal or unenforceable at law or in equity shall be deemed to be void and of no force and effect to the extent necessary to bring such term within the provisions of any such applicable law or laws, and such terms as so modified and the balance of the terms of this Agreement shall be fully enforceable; (v) this Plan of Merger shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns; (vi) this Plan of Merger shall be governed by and construed in accordance with the internal laws of the State of Minnesota and any conflict of laws rules which may have the effect of applying another state's laws shall not apply; (vii) for purposes of construction, (1) the recitals set forth above constitute a part of this Plan of Merger, (2) captions and Section headings used herein are for convenience only and are not a part of this Plan of Merger, and shall not be used in construing it, (3) references herein to a Section shall apply to the Sections of this Plan of Merger, (4) the terms "hereof," "herein," "hereto," and "hereunder" shall refer to this Plan of Merger, and (5) the parties to this Plan of Merger shall include their respective subsidiaries; and (viii) this Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement and facsimile copies of signatures will have the same effect as original signatures.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by their respective Boards of Directors, has caused this Plan of Merger to be executed as of the date set forth above.

MERGING CORPORATION:

AUTOMATIC PRODUCTS
INTERNATIONAL, LTD.

By: *Raul A. [Signature]*
Its: *CEO*

SURVIVING CORPORATION:

GROSS-GIVEN MANUFACTURING
COMPANY

By: *Raul A. [Signature]*
Its: *CEO*

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 28 2005

Mary Kiffmeyer
Secretary of State

TRADEMARK

Docket #	Status	Serial Number	Filing Date	Registration #	Registration Date	Country	Mark Name
12395.0012US01	Registered	72/417499	03/06/1972	977220	01/22/1974	US	RMI (STYLIZED)