

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Profiles Company		06/30/2001	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Doellken-Woodtape, Inc.
Street Address:	350 West Armory Drive
City:	South Holland
State/Country:	ILLINOIS
Postal Code:	60473
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0609405	WOODTAPE

CORRESPONDENCE DATA

Fax Number: (617)261-3175
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: Deborah Peckham
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ATTORNEY DOCKET NUMBER:	GDM-609 (0519470.0110)
NAME OF SUBMITTER:	Deborah Peckham
Signature:	/Deborah Peckham/

OP \$40.00 0609405

Date:

09/12/2006

Total Attachments: 5

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AGREEMENT AND PLAN OF MERGER

By and between

**AMERICAN PROFILES COMPANY,
A VIRGINIA STOCK CORPORATION**

AND

**DOELLKEN-WOODTAPE, INC.,
A WASHINGTON CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective as of the thirtieth (30th) day of June, 2001 (the "Agreement"), by and between AMERICAN PROFILES COMPANY, a Virginia stock corporation ("American") and DOELLKEN-WOODTAPE, INC., a Washington corporation ("Doellken").

RECITALS

A. The Boards of Directors of American and Doellken have resolved that American be merged pursuant to the Virginia Stock Corporation Act and the Washington Business Corporation Act into Doellken, a corporation existing under the laws of the State of Washington. Doellken shall be the surviving corporation (the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of §368(a)(1)(F) of the Internal Revenue Code (the "Code").

B. American is a corporation duly organized and existing under the laws of the Commonwealth of Virginia. The authorized capital of American consists of FIVE THOUSAND (5,000) shares of common stock having a par value of \$1.00 per share (the "American Common Stock"), of which 5,000 shares are issued and outstanding.

C. Doellken is a corporation duly organized and existing under the laws of the State of Washington. The authorized capital of Doellken consists of FIVE THOUSAND (5,000) shares of common stock, having a par value of \$1.00 per share (the "Doellken Common Stock"), of which one (1) share is issued and outstanding.

D. The respective Boards of Directors of American and Doellken have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

I. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Virginia Stock Corporation Act and the Washington Business Corporation Act, American shall be merged with and into Doellken (the "Merger"), the separate existence of American shall cease and Doellken shall survive the Merger and shall continue to be governed by the laws of the State of Washington, and Doellken shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be DOELLKEN-WOODTAPE, INC.

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed.

a. This Agreement and the Merger shall have been adopted and approved by the shareholders of American and Doellken in accordance with the requirements of the Virginia Stock Corporation Act and the Washington Business Corporation Act.

b. All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to the satisfaction thereof.

c. An executed Articles of Merger or an executed, acknowledged, and certified counterpart of this Agreement meeting the requirements of the Virginia Stock Corporation Act shall have been filed with the Secretary of State of the Commonwealth of Virginia.

d. An executed Articles of Merger or an executed, acknowledged, and certified counterpart of this Agreement meeting the requirements of the Washington Business Corporation Act shall have been filed with the Secretary of State of the State of Washington.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of Merger.** Upon the Effective Date of the Merger, the separate existence of American shall cease and Doellken, as the Surviving Corporation: (a) shall continue to possess all of its assets, rights, powers, and property as constituted immediately prior to the Effective Date of the Merger; (b) shall be subject to all actions previously taken by its and American's Boards of Directors; (c) shall succeed, without other transfer, to all of the assets, rights, powers, and property of American; (d) shall continue to be subject to all of its debts, liabilities, and obligations as constituted immediately prior to the Effective Date of the Merger; and (e) shall succeed, without other transfer, to all of the debts, liabilities, and obligations, including granted stock options and stock purchase warrants, of American in the same manner as if Doellken had itself incurred them, all as more fully provided under the applicable provisions of the Virginia Stock Corporation Act and the Washington Business Corporation Act.

II. CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

2.1 **Name of Surviving Corporation.** The name of the Surviving Corporation from and after the Effective Date shall be DOELLKEN-WOODTAPE, INC.

2.2 **Articles of Incorporation.** The Articles of Incorporation of Doellken as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

2.3 **Bylaws.** The Bylaws of Doellken as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.4 **Taxpayer Identification Number.** The Taxpayer Identification Number of American as in effect immediately prior to the Effective Date of the merger shall continue in full force and effect as the Taxpayer Identification Number of the Surviving Corporation.

2.5 **Directors and Officers.** The directors and officers of Doellken immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER AND CONVERSION OF STOCK

The manner and basis of converting the shares of the capital stock of American and the nature and amount of securities of Doellken, which the holders of shares of American Common Stock are to receive in exchange for such shares, are as follows:

3.1 **American Common Stock.** Upon the Effective Date of the Merger, each share of American Common Stock, having a par value of \$1.00 per share, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof or any other person, be changed and converted into one fully paid and nonassessable share of Common Stock, having a par value of \$1.00 per share, of the Surviving Corporation. The outstanding certificates representing shares of American Common Stock shall thereafter represent shares of Doellken Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 **Doellken Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock, having a par value of \$1.00 per share, of Doellken issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Doellken, the holder of such shares, or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of American Common Stock may, at the stockholder's option, surrender the same for cancellation to Lane Powell Spears Lubersky, LLP, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which such holders' shares of American Common Stock were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of American Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of American Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

IV. GENERAL

4.1 Further Assurances. From time to time, as and when required by Doellken or by its successors or assigns, there shall be executed and delivered on behalf of American such deeds and other instruments, as there shall be taken or caused to be taken by Doellken and American such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Doellken the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of American and otherwise to carry out the purposes of this Agreement, and the officers and directors of Doellken are fully authorized in the name and on behalf of American or otherwise to take any and all such action and to execute and deliver any and all such deeds or other instruments.

4.2 Abandonment. At any time before the filing of this Agreement with the Secretary of State of the State of Washington and the Secretary of State of the Commonwealth of Virginia, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either American or Doellken, or both, notwithstanding the approval of this Agreement by the shareholders of American or by the sole shareholder of Doellken, or both.

4.3 Amendment. The Boards of Directors of American and Doellken may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Washington and the Secretary of State of the Commonwealth of Virginia, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property, and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation; (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected

by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such corporation.

4.4 **Registered Office.** The registered office of the Surviving Corporation in the Commonwealth of Virginia is located at Commonwealth Legal Services Corporation, 4701 Cox Road, Suite 301, Glen Allen, Virginia 23060-6802 and Commonwealth Legal Services Corporation is the registered agent of the Surviving Corporation at such address.

4.5 **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2300 Merrill Creek Parkway, Everett, Washington 98203, and copies thereof will be furnished to any shareholder of either corporation, upon request and without cost.

4.6 **Governing Law.** This Agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the State of Washington and, so far as applicable, the merger provisions of the Virginia Stock Corporation Act.

4.7 **Counterparts.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.8 **Service of Process.** The Surviving Corporation shall be deemed to have authorized service of process in connection with any proceeding to enforce any obligation or rights of dissenting shareholders of American; if any, or in any proceeding based on a cause of action arising with respect to American, if any, by registered or certified mail, return receipt requested, to the address of Doellken as set forth in paragraph 4.5.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first written above.

AMERICAN PROFILES COMPANY, a
Virginia stock corporation

By 
MARTY R. MARTIN, President

DOELLKEN-WOODTAPE, INC., a
Washington corporation

By 
MARTY R. MARTIN, President