

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SupplyWorks Acquisition LLC		12/28/2006	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Intuitive Manufacturing Systems, Inc.		
Street Address:	12131 113th Ave. NE		
Internal Address:	Suite 200		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98034		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2333486	SUPPLYWORKS	
Registration Number:	2551505	SUPPLYWORKS	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-236-2100		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Bradley M. Stohry		
Address Line 1:	One American Square		
Address Line 2:	Suite 3100		
Address Line 4:	Indianapolis, INDIANA 46282-0200		
ATTORNEY DOCKET NUMBER:	T03599US00(&01)		

OP \$65.00 2333486

NAME OF SUBMITTER:	Bradley M. Stohry
Signature:	/bradleymstohry/
Date:	06/14/2007

Total Attachments: 8

source=SupplyWorks Acquisition - Merger documents#page1.tif
source=SupplyWorks Acquisition - Merger documents#page2.tif
source=SupplyWorks Acquisition - Merger documents#page3.tif
source=SupplyWorks Acquisition - Merger documents#page4.tif
source=SupplyWorks Acquisition - Merger documents#page5.tif
source=SupplyWorks Acquisition - Merger documents#page6.tif
source=SupplyWorks Acquisition - Merger documents#page7.tif
source=SupplyWorks Acquisition - Merger documents#page8.tif

UNITED STATES OF AMERICA

The State of  Washington
Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

INTUITIVE MANUFACTURING SYSTEMS, INC.

WA Profit Corporation

UBI: 601-533-213

Filing Date: December 29, 2006 (Effective date: December 31, 2006)

Merging Entities:

602-589-927

SUPPLYWORKS ACQUISITION LLC



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

TRADEMARK

REEL: 003561 FRAME: 0076

12/29/2006 975174
 \$60.00 Credit
 Card # 336303
 Trading ID:
 122159
 Doc No: 975174-002

Business
 12/29/2006 15:17
 003

Business
 12/29/2006 15:17
 003

Business
 12/29/2006 15:17
 003

Business
 12/29/2006 15:17
 003

FILED
SECRETARY OF STATE
SAM REED

December 29, 2006

STATE OF WASHINGTON

**ARTICLES OF MERGER OF
 SUPPLYWORKS ACQUISITION, LLC**
 a Washington Limited Liability Company,
WITH AND INTO
INTUITIVE MANUFACTURING SYSTEMS, INC.,
 a Washington Corporation

The undersigned corporation, organized and existing under the Washington Business Corporation Act (the "WBCA"),

DOES HEREBY CERTIFY:

FIRST: The Agreement and Plan of Merger, dated as of December 28, 2006 (the "Merger Agreement"), between SupplyWorks Acquisition, LLC ("SupplyWorks") and Intuitive Manufacturing Systems, Inc. ("Intuitive") (the "Merger") is set forth as Exhibit A hereto in accordance with Section 23 B.11.030 of the WBCA and 25.15.400 of the Revised Washington Code.

SECOND: The sole shareholder of Intuitive has approved the Merger Agreement and the sole holder of membership interests of SupplyWorks has approved the Merger Agreement.

THIRD: The Merger shall be effective as of 11:59 p.m. December 31, 2006.

(B0556438; 1)


12/27/06 15:21 FAX 317 870 2383

MADE2MANAGE

004

IN WITNESS WHEREOF, Intuitive Manufacturing Systems, Inc., has caused these articles to be signed as of this 29 day of December, 2006.

INTUITIVE MANUFACTURING SYSTEMS, INC.

By: 
Name: Katherine Kinder
Title: VP, Finance

Articles of Merger SupplyWorks into Intuitive

12/29/2006 FRI 15:17 [TX/RX NO: 7923] 004

Exhibit A

12/29/2006 FRI 15:17 [TX/RX NO 7923] 005

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of the 28th day of December, 2006 between Intuitive Manufacturing Systems, Inc., a Washington corporation ("Intuitive"), and its wholly owned subsidiary SupplyWorks Acquisition, LLC, a Washington limited liability company ("SupplyWorks"). The two entities are hereinafter sometimes called the "Constituent Companies." SupplyWorks is hereinafter also sometimes referred to as the "Merged Company", and Intuitive, as the surviving entity in the Merger (as defined below), is hereinafter also sometimes referred to as the "Surviving Corporation".

WITNESSETH:

WHEREAS, SupplyWorks is a wholly owned subsidiary of Intuitive; and

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that SupplyWorks be merged with and into Intuitive under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the corporate statute and the limited liability company statute of the State of Washington.

NOW, THEREFORE, the Constituent Companies parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: SupplyWorks hereby merges (the "Merger") with and into Intuitive, with Intuitive being the surviving entity in the Merger. The separate existence of SupplyWorks shall cease at the Effective Time of the Merger in accordance with applicable law, and Intuitive shall continue in existence as the surviving entity, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities and franchises of SupplyWorks in accordance with applicable law.

SECOND: The Certificate of Incorporation of Intuitive, as in effect on the date of Merger provided for in this Agreement, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The terms and conditions of the Merger are as follows:

(a) At the Effective Date, all of the membership interests of the Merged Company outstanding immediately prior to the Merger and all rights in respect thereof, shall forthwith cease to exist and shall be cancelled, and the authorized capital stock of the Surviving Corporation immediately prior to the Merger shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Merger.

(B0556454; 2)

Agreement and Plan of Merger - Page 2

(b) The By-laws of Intuitive as they shall exist at the Effective Time of the Merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(c) The directors of Intuitive at the Effective Time of the Merger shall remain the directors of the Surviving Corporation, each to continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(d) The officers of Intuitive at the Effective Time of the Merger shall remain the officers of the Surviving Corporation, each to continue in office until the next annual meeting of directors and until their successors shall have been elected and qualified.

(e) At and after the Effective Time of the Merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of either of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors and managers, as applicable, of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

(f) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Companies acquired by the Surviving Corporation by reason or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the members and managers of the Merged Company and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(g) This Agreement shall be submitted to the sole member of the Merged Company and the sole stockholder of the Surviving Corporation as and to the extent required by

(B0536454; 2)

Agreement and Plan of Merger - Page 3

applicable law. The Merger shall take effect as of 11:59 p.m. December 31, 2006 (the "Effective Time")

(h) All acts, plans, policies, approvals and authorizations of Supply Works, its member, manager, committees elected or appointed by the manager, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on Supply Works.

(i) From the Effective Time of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the entities that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement.

FOURTH: It is intended that this Agreement and Plan of Merger qualify as a liquidation in accordance with Sections 332, 334(b)(1) and 337 of the Internal Revenue Code of 1986, as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

{B0556454; 2}


12/27/06 15:22 FAX 317 870 2383

MADE2MANAGE


011

The undersigned authorized representatives of the Constituent Companies have executed and acknowledged this Agreement as of the date first set forth above.

INTUITIVE MANUFACTURING SYSTEMS, INC.

By: 
Name: Katherine Kinder
Title: VP, Finance

SUPPLYWORKS ACQUISITION, LLC

By: 
Name: Katherine Kinder
Title: VP, Finance

Merger Agreement Washington LLC

12/29/2006 FRI 15:17 [TX/RX NO 79231] 009