

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/18/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DYMO HOLDINGS CORPORATION		12/18/2006	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	DYMO NEW YORK HOLDINGS, LLC
Street Address:	2707 BUTTERFIELD ROAD
Internal Address:	SUITE 100
City:	OAK BROOK
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	0702685	DYMO
Registration Number:	0754077	DYMO
Registration Number:	1310765	DYMO
Registration Number:	1877581	DYMO
Registration Number:	2211838	LABEL BUDDY
Registration Number:	2534475	LETRATAG
Registration Number:	3052261	RHINOPRO INDUSTRIAL LABELING TOOLS
Serial Number:	76647893	DYMO STAMPS

**CORRESPONDENCE DATA**

Fax Number: (630)481-1699

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$215.00 0702685**

Phone: 630-481-1685  
Email: zee.darby@newellco.com  
Correspondent Name: Zakkiyya P. Darby  
Address Line 1: 2707 Butterfield Road  
Address Line 2: Suite 100  
Address Line 4: Oak Brook, ILLINOIS 60523

ATTORNEY DOCKET NUMBER:	NEWELLRUBBERCORPREORG
NAME OF SUBMITTER:	Zakkiyya P. Darby
Signature:	/ZPD/
Date:	07/09/2007

**Total Attachments: 7**

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CERTIFICATE OF MERGER  
OF  
DYMO HOLDINGS CORPORATION  
INTO  
DYMO NEW YORK HOLDINGS, LLC

Under Section 1003 of the Limited Liability Company Law

**FIRST:** The name (and if the name has been changed, the name under which it was formed) and jurisdiction of formation or organization of each domestic limited liability company or other domestic business entity that is to merger is:

Dymo Holdings Corporation, incorporated in New York under the name Boorum and Pease Company; and

Dymo New York Holdings, LLC, organized in New York.

**SECOND:** For each domestic limited liability company and domestic other business entity, the date when its initial articles of organization or formation document was filed with the Department of State is:

The Certificate of Incorporation of Dymo Holdings Corporation was filed with the New York Department of State on December 28, 1897; and

The Articles of Organization of Dymo New York Holdings, LLC were filed with the New York Department of State on November 7, 2006.

**THIRD:** The name of the surviving domestic limited liability company is:

Dymo Holdings, LLC.

**FOURTH:** An agreement of merger has been approved and executed by each of the domestic limited liability companies or domestic other business entities that is a party thereto.

**FIFTH:** The Secretary of State is designated as agent of the surviving limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

10B Glenlake Parkway, Suite 300, Atlanta, Georgia 30328

**SIXTH:** The Articles of Organization of the surviving domestic limited liability company are hereby amended to effect the following amendment authorized by the Limited Liability Company Law as follows:

Paragraph FIRST of the Articles of Organization dealing with the name of the limited liability company is hereby amended to read as follows:

The name of the limited liability company is Dymo Holdings, LLC.

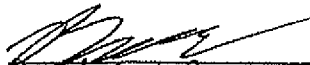
**SEVENTH:** The agreement of merger is on file at the following place of business of the surviving domestic limited liability company:


10B Glenlake Parkway, Suite 300, Atlanta, Georgia 30328

**EIGHTH:** A copy of the agreement of merger will be furnished by the surviving domestic limited liability company on request and without cost to any member of any domestic limited liability company or to any person holding an interest in any other entity that is to merge pursuant to such agreement.

**DYMO HOLDINGS CORPORATION**

**DYMO NEW YORK HOLDINGS, LLC**

By:   
Name: Bradford R. Turner  
Its: ASST. SECRETARY

By:   
Name: Bradford R. Turner  
Its: Assistant Secretary

CERTIFICATE OF MERGER  
OF  
DYMO HOLDINGS CORPORATION  
INTO  
DYMO NEW YORK HOLDINGS, LLC

Under Section 1003 of the Limited Liability Company Law

Filed by: Paul A. Bernacki  
Schiff Hardin LLP  
6600 Sears Tower  
Chicago, IL 60606

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of December 16, 2006, by and between DYMO Holdings Corporation, a New York corporation ("DYMO Corp."), and DYMO New York Holdings, LLC, a New York limited liability company ("DYMO LLC").

### WITNESSETH:

WHEREAS, the Boards of Directors of each of DYMO Corp. and DYMO LLC deem it desirable and in the best interests of the parties for DYMO Corp. to merge with and into DYMO LLC (the "Merger").

NOW, THEREFORE, the parties hereby covenant and agree as follows:

### ARTICLE 1 THE MERGER

Section 1.1 Merger; Surviving Company. In accordance with and subject to the terms, provisions, and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), DYMO Corp. shall be merged with and into DYMO LLC, and the separate corporate existence of DYMO Corp. shall hereupon cease. DYMO LLC shall survive the Merger (sometimes referred to herein as the "Surviving Company") and shall be governed by the laws of the state of New York.

Section 1.2 Effective Time. The effective time of the Merger (the "Effective Time") shall be the date on which the Department of State of the State of New York files the certificate of merger.

Section 1.3 Articles of Organization; Operating Agreement. The articles of organization of DYMO LLC as in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Company, with the exception that the articles of organization of the Surviving Company shall state that the name of the Surviving Company is "Dymo Holdings, LLC". The operating agreement of DYMO LLC as in effect immediately prior to the Effective Time shall be the operating agreement of the Surviving Company.

Section 1.4 Officers. The persons who are the officers of DYMO LLC immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Company, until their respective successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of organization and the operating agreement of the Surviving Company.

Section 1.5 Effect of the Merger. At the Effective Time, the separate existence of DYMO Corp. shall cease and the limited liability company existence and identity of DYMO LLC, as the Surviving Company, shall continue under the name "DYMO Holdings, LLC". All of the property, assets, rights, privileges, powers, franchises and immunities of DYMO Corp. and of DYMO LLC shall vest in the Surviving Company. All debts, liabilities and obligations of DYMO Corp. and of DYMO LLC shall become the debts, liabilities and obligations of the

Surviving Company. The Surviving Company shall thenceforth be responsible for all the liabilities and obligations of DYMO Corp. and of DYMO LLC, but the liabilities of DYMO Corp. and of DYMO LLC or of their members, managers, stockholders, directors or officers shall not be affected, nor shall the rights of the creditors or of any persons dealing with DYMO Corp. or DYMO LLC be impaired, by the Merger, and any claim existing or action or proceeding pending by or against DYMO Corp. or DYMO LLC may be prosecuted to judgment as if the Merger had not taken place or the Surviving Company may be proceeded against or substituted in its place.

## ARTICLE 2 CONVERSION AND CANCELLATION OF SHARES

Section 2.1 Conversion and Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any share of capital stock or membership unit of DYMO LLC or DYMO Corp.:

(a) each membership unit of DYMO LLC that is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding, unchanged by reason of the Merger, and shall represent one membership unit of the Surviving Company; and

(b) each share of capital stock of DYMO Corp. that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be cancelled without consideration and shall cease to exist.

## ARTICLE 3 GENERAL

Section 3.1 Further Assurances. From time to time, as and when required by the Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of DYMO Corp. such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary to give effect to the transactions contemplated hereunder.

Section 3.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 3.3 Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the Merger and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to such subject matter. This Agreement shall not be modified or amended other than by written agreement of the parties hereto. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

Section 3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.


Section 3.5 Counterparts. This Agreement may be executed in counterparts, all of which shall be one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to each other party.

*[Signature page follows.]*




IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**DYMO HOLDINGS CORPORATION**

By:   
Name: Bradford R. Turner  
Its: Assistant Secretary

**DYMO HOLDINGS, LLC**

By:   
Name: Bradford R. Turner  
Its: Assistant Secretary