

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LIG International, Inc.		06/28/2006	CORPORATION: FLORIDA
ORAFOL, USA, Inc.		06/28/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	ORACAL, USA, Inc.
Street Address:	1100 Oracal Parkway
City:	Black Creek
State/Country:	GEORGIA
Postal Code:	31308
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3025496	COMMAND FORM TECHNOLOGY
Serial Number:	78825346	RAPIDAIR
Serial Number:	78825355	RAPIDAIR AIR RELEASE SYSTEM QUICKER, EASIER, INSTALLATIONS.

**CORRESPONDENCE DATA**

Fax Number: (404)439-1819  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4048738500  
 Email: portia.gordon@agg.com  
 Correspondent Name: Stephen M. Dorvee  
 Address Line 1: 171 17th Street, NW  
 Address Line 2: Suite 2100  
 Address Line 4: Atlanta, GEORGIA 30363

CH \$90.00 3025496

ATTORNEY DOCKET NUMBER:	20790-1
NAME OF SUBMITTER:	Stephen M. Dorvee
Signature:	/smd/
Date:	09/14/2007

**Total Attachments: 14**

source=ORACAL MERGER#page1.tif  
source=ORACAL MERGER#page2.tif  
source=ORACAL MERGER#page3.tif  
source=ORACAL MERGER#page4.tif  
source=ORACAL MERGER#page5.tif  
source=ORACAL MERGER#page6.tif  
source=ORACAL MERGER#page7.tif  
source=ORACAL MERGER#page8.tif  
source=ORACAL MERGER#page9.tif  
source=ORACAL MERGER#page10.tif  
source=ORACAL MERGER#page11.tif  
source=ORACAL MERGER#page12.tif  
source=ORACAL MERGER#page13.tif  
source=ORACAL MERGER#page14.tif

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LIG INTERNATIONAL, INC.", A FLORIDA CORPORATION,

"ORAFOL, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ORAFOL USA, INC." UNDER THE NAME OF "ORACAL USA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2006, AT 4:44 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JULY, A.D. 2006.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



3850115 8100M

060623025

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 4869246

DATE: 06-29-06

TRADEMARK  
REEL: 003621 FRAME: 0173

CERTIFICATE OF MERGER  
OF  
LIG INTERNATIONAL, INC.  
AND  
ORAFOL, INC.  
INTO  
ORAFOL USA, INC.

I.

The Agreement and Plan of Merger attached hereto as Exhibit A, which by this reference is incorporated and made a part hereof, was duly approved by the Board of Directors of LIG INTERNATIONAL, INC., the Board of Directors of ORAFOL, INC. and the Board of Directors of ORAFOL USA, INC. (collectively, the "Constituent Corporations").

II.

In accordance with the Delaware General Corporation Law, in particular with its Title 8, Section 252, and in accordance with the Florida Business Corporation Act, ORAFOL USA, INC., a Delaware corporation organized and existing under the laws of the State of Delaware, will be the surviving corporation and will continue to be governed by the laws of said State, and will assume the name of "ORACAL USA, INC." LIG INTERNATIONAL, INC., a Florida corporation and ORAFOL, INC., a Delaware corporation, will not survive this merger.

III.

The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IV.

The Agreement and Plan of Merger was approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations pursuant to Title 8 Section 252 of the

General Corporation Law of the State of Delaware and pursuant to the Business Corporation Act of the State of Delaware.

## V.

A majority vote of the holders of all shares of the Common Stock of LIG INTERNATIONAL, INC., outstanding, is required to adopt the Agreement and Plan of Merger. On the date of submission of the Agreement and Plan of Merger to the shareholders of LIG INTERNATIONAL, INC., there were 1,250 shares of Common Stock, par value \$0.01 per share of said corporation authorized, outstanding and entitled to vote thereon.

## VI.

The Agreement and Plan of Merger was approved and adopted by the affirmative vote of the holder of all of the outstanding shares of LIG INTERNATIONAL, INC. Common Stock entitled to vote thereon.

## VII.

A majority vote of the holders of all shares of the Common Stock of ORAFOL, INC., outstanding, is required to adopt the Agreement and Plan of Merger. On the date of submission of the Agreement and Plan of Merger to the shareholders of ORAFOL, INC., there were 1,000 shares of Common Stock, par value \$0.001 of said corporation authorized, outstanding and entitled to vote thereon.

## VIII.

The Agreement and Plan of Merger was approved and adopted by the affirmative vote of the holder of all of the outstanding shares of ORAFOL, INC., Common Stock entitled to vote thereon.

## IX.

A majority vote of the holders of all shares of the Common Stock of ORAFOL USA, INC., outstanding, is required to adopt the Agreement and Plan of Merger. On the date of submission of the Agreement and Plan of Merger to the shareholders of ORAFOL USA, INC., there were 100 shares of Common Stock, par value \$0.001 each share of said corporation authorized, outstanding and entitled to vote thereon.

## X.

The Agreement and Plan of Merger was approved and adopted by the affirmative vote of the holder of all of the outstanding shares of ORAFOL USA, INC., Common Stock entitled to vote thereon.

## XI.

The laws of the State of Florida under which LIG INTERNATIONAL, INC., the corporation which will not survive the merger, was organized and has existed, permit this merger, as do the laws of the State of Delaware under which ORAFOL, INC., the corporation which will not survive the merger, and ORAFOL USA, INC., the corporation which will survive the merger and will continue to exist, were organized and have existed.

## XII.

The Agreement and Plan of Merger is on file at 1100 Orafol Parkway, Black Creek, GA 31308, an office of the surviving corporation. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the Constituent Corporations.

## XIII.

The effective date of this merger will be July 1, 2006

JUN. 29. 2006 5:32PM

NATIONAL CORP 734476

NO. 980 P. 5


LIG INTERNATIONAL, INC.

By: 

Benjamin J. Philips, III  
Its: President

[signatures continue on next page]

ORAFOL, INC.

By:   
Roger Bclair  
Its: President

[signatures continue on next page]

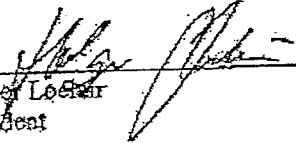


JUN. 29. 2006 5:32PM

NATIONAL CORP 734-476

NO. 980 P. 7

ORAFOL USA, INC.

By:   
Holger Lohrer  
Its: President

JUN. 29. 2006 3:32PM

NATIONAL CORP 7341476

NO. 980 P. 8

EXHIBIT A

[Agreement of Plan and Merger attached]

## AGREEMENT AND PLAN OF MERGER

LIG INTERNATIONAL, INC

AND

ORAFOL, INC.

INTO AND WITH

ORAFOL USA, INC.

This Agreement and Plan of Merger made and entered into this 28<sup>th</sup> day of June, 2006 (hereinafter, the "Agreement"), pursuant to the Florida Business Corporation Act and to Delaware General Corporation Law, in particular to its Section 252, by and between LIG INTERNATIONAL, INC., a corporation organized and existing under the laws of the State of Florida ("LIG"), and ORAFOL, INC. ("Orafol") and ORAFOL USA, INC. ("Orafol USA"), both corporations organized and existing under the laws of the State of Delaware, all three said corporations being hereinafter collectively referred to as the "Constituent Corporations";

## WITNESSETH:

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and for the benefit of each of the Constituent Corporations and their shareholders that LIG and Orafol merge into Orafol USA; and

WHEREAS, the Board of Directors and the Sole Shareholder of LIG have duly approved this Agreement and authorized the merger contemplated herein by unanimous written consents pursuant to the Florida Business Corporation Act; and

TRADEMARK

REEL: 003621 FRAME: 0181

WHEREAS, the Board of Directors and the Sole Shareholder of Orafol have duly approved this Agreement and authorized the merger contemplated herein by unanimous written consents pursuant to the Delaware General Corporation Law; and

WHEREAS, the Board of Directors and the Sole Shareholder of Orafol USA have duly approved this Agreement and authorized the merger contemplated herein by unanimous written consent pursuant to Delaware General Corporation Law;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto, subject to the conditions hereinafter set forth, that LIG be merged into and with Orafol, the corporate existence of Orafol to be continued, and thereafter the individual existence of LIG shall cease. Furthermore, subject to the above, it is hereby agreed by and between the parties hereto, that Orafol be merged into Orafol USA (hereinafter called the "Surviving Corporation"), the corporate existence of the Surviving Company to be continued under the name "ORACAL USA, INC.", and thereafter the individual existence of Orafol shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner and basis of converting the shares of LIG and Orafol into shares of the Surviving Corporation, are and shall be as follows:

1. The designation and number of outstanding shares of each class and series of stock for each of the Constituent Corporations to this Agreement is as follows:

- (a) LIG has presently authorized capital consisting of 1,250 shares of \$0.01 par value common stock, of which 1,250 shares are issued and outstanding. Such common stock is vested with all the voting rights in the corporation.

(b) Orafol has presently authorized capital consisting of 1,000 shares of \$0.001 par value common stock, of which 1,000 shares are issued and outstanding. Such common stock is vested with all the voting rights in the corporation.

(c) Orafol USA has presently authorized capital consisting of 100 shares of \$0.001 par value common stock, of which 100 shares are issued and outstanding. Such common stock is vested with all the voting rights in the corporation.

2. The merger herein contemplated shall be effective on July 1, 2006 (the "Effective Date").

3. The terms and conditions of the merger, including the manner and basis of converting the shares of LIG and Orafol into shares of Common Stock of the Surviving Corporation are as follows:

(a) Orafol is the owner of all the outstanding shares of LIG, and Orafol International, Inc., a Delaware corporation, is the owner of all the outstanding shares of Orafol and Orafol USA (the Surviving Corporation). Upon the Effective Date of the merger, each outstanding share of the capital stock of LIG and Orafol shall be eliminated and cancelled.

(b) After the Effective Date of the merger, the certificates representing the shares of stock of LIG and Orafol shall be surrendered to the person holding the office of Chief Executive Officer of Orafol USA upon the Effective Date, and such certificates shall be marked "Cancelled" by such person, and placed in the stock records of LIG and Orafol, respectively.

(c) Upon the Effective Date, the separate existence of LIG and Orafel shall cease, and in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public or private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action and all and every other interest of or belonging to or due to any of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights and privileges, 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 respective Constituent Corporations, and the title to any real estate, whether by deed or otherwise, vested in any of said Constituent Corporations, shall not revert or be in any way impaired by reason of this merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any of said Constituent Corporations may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon property of any of the Constituent Corporations shall be impaired by the merger. In particular, the Surviving Corporation agrees that it may be sued in the State of Florida for any prior obligation of LIG and any obligation hereinafter incurred by the Surviving Corporation, so long as any liability remains outstanding against the Surviving

Corporation in the State of Florida, and the Surviving Corporation hereby irrevocably appoints the Secretary of the State of Florida as its agent to accept service of process in any action for the enforcement of any such obligation.

4. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of LIG and Orafol, the last acting officers of LIG and Orafol, respectively, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

5. The directors and officers of the Surviving Corporation shall continue in office until they resign or until their successors are elected.

6. The Surviving Corporation will assume the name of "ORACAL USA, INC.", and the Surviving Corporation will continue to be governed under the laws of the State of Delaware.

7. From and after the Effective Date, the Articles of Incorporation of LIG and Orafol shall be deemed repealed, and the Surviving Corporation shall continue governed by its existing Articles of Incorporation.

8. From and after the Effective Date, the By-Laws of LIG and Orafol shall be deemed repealed, and the By-Laws of the Surviving Corporation shall continue in effect until the same shall be altered, amended, or repealed as therein provided or as provided by law.

9. With respect to all leases and other agreements, instruments or obligations under which any of the Constituent Corporations is obligated to obtain a consent prior to the merger herein contemplated in order to comply with the conditions thereof, or to vest its interest therein.

in the Surviving Corporation, such Constituent Corporation shall exercise all reasonable efforts to obtain such consent prior to the Effective Date of this merger.

10. The Agreement and Plan of Merger was approved and adopted by the affirmative vote of the holder of all of the outstanding shares of LIG Common Stock entitled to vote thereon. The Agreement and Plan of Merger was also approved and adopted by the affirmative vote of the holder of all of the outstanding shares of Orafol Common Stock entitled to vote thereon. The Agreement and Plan of Merger was also approved and adopted by the affirmative vote of the holder of all of the outstanding shares of Orafol USA Common Stock entitled to vote thereon.

11. The Constituent Corporations shall submit Articles of Merger incorporating the terms of this Agreement for filing and recording in accordance with applicable law of the State of Florida, and will present Articles of Merger incorporating the terms of this Agreement to the Secretary of State of Delaware for issuance of a Certificate of Merger, and filing and recording pursuant to the Delaware General Corporation Law.

12. This Agreement may be terminated and abandoned by mutual consent of the Boards of Directors of the Constituent Corporations at any time prior to the effective date of the merger contemplated herein.

IN WITNESS WHEREOF, LIG INTERNATIONAL, INC., ORAFOL, INC. and ORAFOL USA, INC. have each caused this Agreement and Plan of Merger to be executed on their respective behalves, all by their respective duly authorized officers, on the date hereinabove first written.