

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/22/1995

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Science Accessories Corporation		12/22/1995	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GTCO Corporation
Street Address:	7125 Riverwood Drive
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0850205	SAC

CORRESPONDENCE DATA

Fax Number: (703)770-7901
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (703) 770-7516
 Email: susan.trader@pillsburylaw.com
 Correspondent Name: PILLSBURY WINTHROP SHAW PITTMAN LLP
 Address Line 1: 1650 Tysons Boulevard
 Address Line 2: P. O. Box 10500
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	505274-0000004
NAME OF SUBMITTER:	Rick A. Toering
Signature:	/Rick A. Toering/

CH \$40.00 0850205

Date:

11/08/2007

Total Attachments: 10

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STATE OF MARYLAND

409761

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

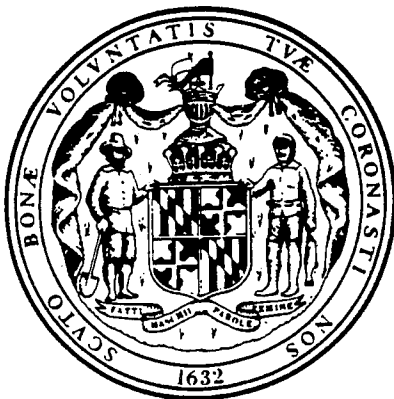
301 West Preston Street Baltimore, Maryland 21201

DATE: DECEMBER 26, 1995

THIS IS TO ADVISE YOU THAT THE ARTICLES OF MERGER FOR
GTCD CORPORATION (MD) (SURVIVOR) AND SCIENCE ACCESSORIES CORPORATION
(DE) (MERGING OUT)
WERE RECEIVED AND APPROVED FOR RECORD ON DECEMBER 22, 1995 AT 1:00 PM.

FEE PAID:

50.00



AT5-031

JOSEPH V. STEWART
CHARTER SPECIALIST

TRADEMARK 032

REEL: 003657 FRAME: 0109

ARTICLES OF MERGER

**MERGING SCIENCE ACCESSORIES CORPORATION
(a Delaware corporation)**

**INTO GTCO CORPORATION
(a Maryland corporation)**

FIRST: Science Accessories Corporation, a Delaware corporation, and GTCO Corporation, a Maryland corporation, the parties to these Articles of Merger, do hereby agree to effect a merger of SAC and GTCO (the "Merger") upon the terms and conditions herein set forth.

SECOND: The name of the corporation to be merged into the successor corporation is Science Accessories Corporation ("SAC"), which was incorporated in the State of Delaware on December 29, 1971 under the provisions of the Delaware General Corporation Law. The corporate existence of SAC will cease upon the effective date of the Merger in accordance with the provisions of the Delaware General Corporation Law.

SAC is registered to transact business in the State of Maryland and so registered on March 20, 1995.

The principal office of SAC in the State of Maryland is located in Howard County at 7125 Riverwood Drive, Columbia, Maryland 21046.

SAC owns no interest in land in the State of Maryland.

THIRD: The name of the successor corporation is GTCO Corporation ("GTCO"), which was incorporated in the State of Maryland on March 27, 1975 under the General Laws of the State of Maryland. GTCO will continue its corporate existence under its present name pursuant to the provisions of the Maryland General Corporation Law.

The principal office of GTCO in the State of Maryland is located in Howard County at 7125 Riverwood Drive, Columbia, Maryland 21046.

FOURTH: No amendments to the charter of GTCO are to be effected as part of the Merger.

FIFTH: The authorized share structure of each of the corporations which is a party to these Articles of Merger at the time of execution thereof is as follows:

	<u>SAC</u>	<u>GTCO</u>
Total number of shares of all classes:	1,505,000	10,000,000
Number and par value of shares of each class:	Common: 1,505,000 \$.004 par value per share	Common: 10,000,000 \$.005 par value per share
Number of shares without par value of each class:	None	None
Aggregate par value of all shares with par value:	\$6,020.00	\$50,000.00

SIXTH: The manner and basis of converting or exchanging issued stock of SAC and GTCO is set forth in Article 2 and Article 3, respectively, of the Agreement and Plan of Merger, dated December 12, 1995, by and between SAC and GTCO, attached hereto as Exhibit A (the "Merger Agreement").

SEVENTH: The terms and conditions of the Merger as set forth herein and in the Merger Agreement were advised, authorized and approved by SAC in the manner and by the vote required by its charter and the provisions of the Delaware General Corporation Law, and the Merger was approved in the manner hereinafter set forth.

EIGHTH: The Merger was duly advised and approved by the Board of Directors of SAC in the following manner. The Board of Directors of SAC adopted resolutions by a unanimous written consent, dated as of December 12, 1995, authorizing the Merger on substantially the terms and conditions set forth in or referred to in said resolutions and in the Merger Agreement.

NINTH: The Merger and the aforesaid terms and conditions were duly approved by the stockholders of SAC in the following manner. GTCO, the holder of a majority of the outstanding shares of common stock of SAC, adopted resolutions by a written consent in lieu of a special meeting of the stockholders of SAC, dated December 12, 1995, authorizing the Merger on substantially the terms and conditions set forth in or referred to in said resolutions and in the Merger Agreement.

TENTH: The terms and conditions of the Merger as set forth herein and in the Merger Agreement were advised, authorized and approved by GTCO in the manner and by the vote required by its charter and the provisions of the Maryland General Corporation Law, and the Merger was approved in the manner hereinafter set forth.

ELEVENTH: The Merger was duly advised and approved by the Board of Directors of GTCO in the following manner. The Board of Directors of GTCO adopted resolutions by a unanimous written consent, dated as of December 12, 1995, authorizing the Merger on substantially the terms and conditions set forth in or referred to in said resolutions and in the Merger Agreement.

TWELFTH: The Merger and the aforesaid terms and conditions were duly approved by the stockholders of SAC in the following manner. The stockholders of GTCO adopted resolutions by a unanimous written consent, dated as of December 12, 1995, authorizing the Merger on substantially the terms and conditions set forth in or referred to in said resolutions and in the Merger Agreement.

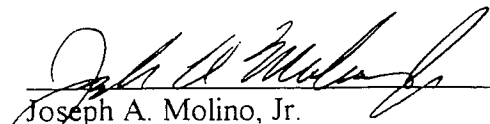
IN WITNESS WHEREOF, these Articles of Merger are hereby signed for and on behalf of Science Accessories Corporation, a Delaware corporation, by its President and Chief Executive Officer, who does hereby acknowledge that said Articles of Merger are the act of said Corporation, and who does hereby state under the penalties for perjury that the matters and facts set forth therein with respect to authorization and approval of the Merger are true in all material respects to the best of his knowledge, information and belief, and these Articles of Merger are hereby signed for and on behalf of GTCO Corporation, a Maryland corporation, by its President and Chief Operating Officer, who does hereby acknowledge that said Articles of Merger are the act of said Corporation, and who does hereby state under the penalties for perjury that the matters

and facts set forth therein with respect to authorization and approval of the Merger are true in all material respects to the best of his knowledge, information and belief.

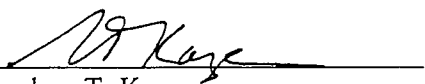
Dated: December 22, 1995

ATTEST:

SCIENCE ACCESSORIES CORPORATION,
a Delaware corporation



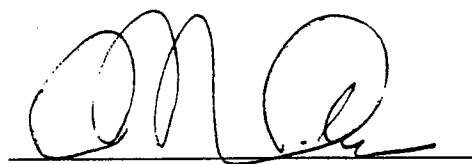
Joseph A. Molino, Jr.
Secretary

By: 

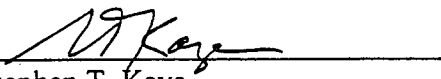
Stephen T. Kaye
President and Chief Executive Officer

ATTEST:

GTCO CORPORATION,
a Maryland corporation



Jon Sandler
Secretary

By: 

Stephen T. Kaye
President and Chief Operating Officer

249089-01 / DOCSDC1

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is made and entered into this 12th day of December, 1995, by and between Science Accessories Corporation, a Delaware corporation with its principal place of business in Howard County, Maryland, at 7125 Riverwood Drive, Columbia, Maryland 21046 ("SAC"), and GTCO Corporation, a Maryland corporation with its principal place of business in Howard County, Maryland, at 7125 Riverwood Drive, Columbia, Maryland 21046 ("GTCO").

W I T N E S S E T H:

WHEREAS, SAC is a corporation duly organized and existing under the laws of the State of Delaware, and SAC has authorized capital stock consisting of one million five hundred and five thousand (1,505,000) shares of stock, par value \$.004 per share, of which 1,035,451 shares are issued and outstanding on the date of this Agreement.

WHEREAS, GTCO is a corporation duly organized and existing under the laws of the State of Maryland, and GTCO has authorized capital stock consisting of ten million (10,000,000) shares of stock, par value \$.005 per share, of which 3,056,000 shares are issued and outstanding on the date of this Agreement.

WHEREAS, (i) the Board of Directors of SAC pursuant to a unanimous written consent, dated as of December 12, 1995, and (ii) GTCO, the holder of a majority of the outstanding shares of common stock of SAC, pursuant to a written consent in lieu of a special meeting of the stockholders of SAC, dated December 12, 1995, approved the merger of SAC with and into GTCO (the "Merger") on the terms and conditions of this Agreement.

WHEREAS, (i) the Board of Directors of GTCO pursuant to a unanimous written consent, dated as of December 12, 1995, and (ii) the stockholders of GTCO pursuant to a unanimous written consent in lieu of a special meeting of the stockholders of GTCO, dated as of December 12, 1995, approved the Merger on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, SAC and GTCO hereby adopt the agreement and plan of merger set forth in this Agreement and agree to merge as follows:

Article 1. The Merger. SAC shall be merged with and into GTCO, GTCO shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Maryland, and the corporate existence of SAC shall cease. The business of GTCO shall be continued without dissolution or winding up. The Merger shall be effective (i) upon the filing and recordation of an original executed copy of this Agreement with the office of the Secretary of State of Delaware, (ii) upon the filing and recordation of Articles of Merger (to which a copy of this Agreement shall be attached) with the office of the Secretary of State of Maryland, and (iii) upon the filing and recordation of such other certificates or documents

as may be appropriate under the provisions of the Delaware General Corporation Law and/or the Maryland General Corporation Law (the "Effective Time"). The parties hereto shall make such filings as soon as practicable following the execution of this Agreement by each of them.

Article 2. Common Stock of SAC. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof (a) each share of common stock of SAC issued and outstanding immediately prior to the Effective Time held by any person other than GTCO (an "Unaffiliated Stockholder") shall be converted into the right to receive a cash payment of \$.09 per share, without interest (a "Merger Payment"), and shall be cancelled, and (b) each share of common stock of SAC held by GTCO and held in the treasury of SAC shall be cancelled.

Article 3. Common Stock of GTCO. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, each share of common stock of GTCO issued and outstanding immediately prior to the Effective Time shall continue unchanged as an issued and outstanding share of common stock of the Surviving Corporation.

Article 4. Governing Documents. The Articles of Incorporation of GTCO, as amended, in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, until further amended in accordance with the provisions thereof and applicable law. The By-laws of GTCO in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation, until further amended in accordance with the provisions thereof and applicable law.

Article 5. Board of Directors and Officers. The members of the Board of Directors and officers of GTCO immediately prior to the Effective Time shall be the members of the Board of Directors and officers of the Surviving Corporation, for the terms provided in the By-laws of the Surviving Corporation or until their respective successors are elected and qualified.

Article 6. Succession. At the Effective Time, all of the rights, privileges, immunities, franchises, and powers of SAC and GTCO, all property, real, personal and mixed, of SAC and GTCO, and all debts due to either SAC or GTCO, as well as all other things and causes of action belonging to either SAC or GTCO, shall be vested in GTCO and shall thereafter be the property of GTCO. At the Effective Time, all rights of creditors and all liens upon any property of either SAC or GTCO shall be preserved unimpaired, and all debts, liabilities and duties of each of SAC and GTCO shall thenceforth attach to GTCO and may be enforced against GTCO to the same extent as if said debts, liabilities and duties had been incurred or contracted by GTCO.

Article 7. The Merger Payment.

(a) At the Effective Time, each share of common stock of SAC held by an Unaffiliated Stockholder shall be converted into the right to receive the Merger Payment, which shall be equal to \$.09 per share, without interest. The Merger Payments will be paid by GTCO.

(b) To receive a Merger Payment, each Unaffiliated Stockholder will have to submit to GTCO (i) the stock certificate(s) formerly representing the shares of common stock of SAC owned by such Unaffiliated Stockholder at the Effective Time, and (ii) a duly completed and executed letter of transmittal (a "Letter of Transmittal"). A Letter of Transmittal, which shall include instructions with respect to the surrender of certificates, will be sent to each Unaffiliated Stockholder as promptly as practicable after the Effective Time. Upon receipt of such certificate(s) and a duly completed and executed Letter of Transmittal, GTCO will promptly issue a check to the person or persons entitled thereto in an amount equal to \$.09 per share of common stock of SAC owned by such person or persons. No interest shall be paid or accrued on amounts payable.

Article 8. Service of Process. The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of SAC, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholder of SAC as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and the Surviving Corporation hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The Secretary of State of Delaware can mail a copy of such process to GTCO at 7125 Riverwood Drive, Columbia, Maryland 21046.

Article 9. Miscellaneous

(a) Further Assurances. From time to time, as and when required by GTCO or by its successors and assigns, there shall be executed and delivered on behalf of SAC 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 vest, perfect or confirm, of record or otherwise, in GTCO the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SAC and otherwise to carry out the purposes of this Agreement, and the executive officers of GTCO are fully authorized in the name and on behalf of SAC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(b) Waiver and Amendment. At any time, any provision of this Agreement may be waived in writing by the party that is entitled to the benefits thereof, and at any time, any provision of this Agreement may be amended in writing; *provided, however*, that no amendment may be made that decreases the amount or changes the type of the Merger Payments or that in

any way adversely affects the rights of Unaffiliated Stockholders without the approval of such Unaffiliated Stockholders.


(c) Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Maryland, without regard to its conflict of laws provisions.

(d) Fees and Expenses. All legal and other costs and expenses incurred in connection with this Agreement will be paid by GTCO.

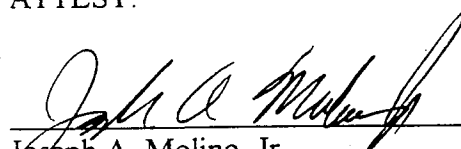
(e) Severability. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable under applicable law, that provision will be ineffective only to the extent of such invalidity or unenforceability, without invalidating the remainder of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been duly approved by the Board of Directors of SAC and the holder of a majority of the outstanding shares of common stock of SAC and by the Board of Directors of GTCO and each stockholder of GTCO, is hereby executed on behalf of SAC by its President and Chief Executive Officer and attested by its Secretary and on behalf of GTCO by its President and Chief Operating Officer and attested by its Secretary.

SCIENCE ACCESSORIES CORPORATION


By: 
Stephen T. Kaye
President and Chief Executive Officer

ATTEST:

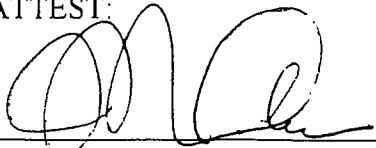

Joseph A. Molino, Jr.
Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

GTCO CORPORATION

By: 
Stephen T. Kaye
President and Chief Operating Officer

ATTEST:


Jon Sandler
Secretary

248732-01 / DOCSDC1