TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Construction Products Research, Inc.		01/01/2001	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	International Construction Products Research, Inc.
Street Address:	750 Commerce Drive
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06825
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1105627	DEVOIDER

CORRESPONDENCE DATA

Fax Number: (845)359-7798
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 845-359-7700
Email: mwolson@notaromichalos.com
Correspondent Name: Milton Wolson, Esq.
Address Line 1: 100 Dutch Hill Road
Address Line 2: Suite 110
Address Line 4: Orangeburg, NEW YORK 10962

ATTORNEY DOCKET NUMBER:	M2-049
NAME OF SUBMITTER:	Milton Wolson

OP $40.00 1105627

Signature:	/M2-049MW/
Date:	01/07/2008

Total Attachments: 13
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CERTIFICATE OF MERGER
of
INTERNATIONAL CONSTRUCTION PRODUCTS RESEARCH, INC.,
a Connecticut corporation
and
CONSTRUCTION PRODUCTS RESEARCH, INC.,
a Connecticut corporation

1. The name of the surviving corporation in the merger is **International Construction Products Research, Inc.**, a corporation organized and existing under the laws of the State of Connecticut.

2. The Plan of Merger is as follows:

The Agreement and Plan of Merger is attached hereto as Exhibit A (the "Plan"). The effective date of the merger is January 1, 2001.

3. The Plan was adopted by the merging corporations in the following manner:

a. The Plan was approved by resolution adopted by the Board of Directors of each merging corporation.

b. As to the approval of the Plan by the shareholders of International Construction Products Research, Inc., the designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan, and the total number of undisputed votes cast for the Plan separately by each such voting group is as follows:

Designation	Number of outstanding shares	Number of votes entitled to be cast	Number of undisputed votes for
Common	100	100	100

c. As to the approval of the Plan by the shareholders of Construction Products Research, Inc., the designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan, and the total number of undisputed votes cast for the Plan separately by each such voting group is as follows:

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Designation	Number of outstanding shares	Number of votes entitled to be cast	Number of undisputed votes for
Common	100	100	100

Dated: December 22, 2000

INTERNATIONAL CONSTRUCTION PRODUCTS RESEARCH, INC.

By: _____
David S. Babcock
Its Vice President, Duly Authorized

CONSTRUCTION PRODUCTS RESEARCH, INC.

By: _____
David S. Babcock
Its President, Duly Authorized

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12/21/00-HRT/KDF

AGREEMENT AND PLAN OF MERGER
BETWEEN
INTERNATIONAL CONSTRUCTION PRODUCTS RESEARCH, INC.
AND
CONSTRUCTION PRODUCTS RESEARCH, INC.
JANUARY 1, 2001

AGREEMENT AND PLAN OF MERGER

This Agreement is entered this 22nd day of December, 2000 and effective as of January 1, 2001 by and between International Construction Products Research, Inc., a Connecticut corporation (the "Buyer"), and Construction Products Research, Inc., a Connecticut corporation (the "Target"). The Buyer and the Target are referred to collectively herein as the "Parties".

This Agreement contemplates a tax-free merger of the Target with and into the Buyer in a reorganization pursuant to Code Section 368(a)(1)(D). The Target Shareholders, as defined hereinafter, will receive capital stock in the Buyer in exchange for their capital stock in the Target. The Parties understand and agree that the merger contemplated and effected herein will further certain of their business objectives of each Party including, without limitation, the creation of centralized management for the two Parties, synergy gains, and an improvement in the operating efficiency of both Parties.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions.

"Affiliate" means any Person now or hereinafter controlling, controlled by or under common control of any Party hereto.

"Buyer" has the meaning set forth in the preface above.

"Buyer Share" means any share of the common stock of the Buyer.

"Certificate of Merger" has the meaning set forth in Section 2(c) below.

"Closing" has the meaning set forth in Section 2(b) below.

"Closing Date" has the meaning set forth in Section 2(b) below.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A

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reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"Confidential Information" means any information concerning the businesses and affairs of the Target that is not already generally available to the public.

"Conversion Ratio" has the meaning set forth in Section 2(d)(v) below.

"Connecticut Corporate Law" means the Connecticut Business Corporation Act of the State of Connecticut, as amended from time to time.

"Effective Time" has the meaning set forth in Section 2(d)(i) below.

"Exchange Agent" has the meaning set forth in Section 2(e) below.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"IRS" means the Internal Revenue Service.

"Knowledge" means actual knowledge without independent investigation.

"Merger" has the meaning set forth in Section 2(a) below.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

"Party" has the meaning set forth in the preface above.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency or political subdivision thereof).

"Requisite Buyer Stockholder Approval" means the unanimous written consent of the holders of all of the issued and outstanding Buyer Shares in favor of this Agreement and the Merger.

"Requisite Target Stockholder Approval" means the unanimous written consent of the holders of all of the issued and outstanding Target Shares in favor of this Agreement and the Merger.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge, or other security interest, other than (a) mechanic's, materialmen's, and similar liens, (b) liens for taxes not yet due and payable or for taxes that the taxpayer is contesting in good

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faith through appropriate proceedings, (c) purchase money liens and liens securing rental payments under capital lease arrangements, and (d) other liens arising in the ordinary course of business and not incurred in connection with the borrowing of money.

"Subsidiary" means any corporation with respect to which a specified Person (or a subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

"Surviving Corporation" has the meaning set forth in Section 2(a) below.

"Target" has the meaning set forth in the preface above.

"Target Share" means any share of the common stock, of the Target.

"Target Shareholder" means any Person who or which holds any Target Shares.

2. Basic Transaction.

(a) The Merger. On and subject to the terms and conditions of this Agreement, the Target will merge with and into the Buyer (the "Merger") at the Effective Time. The Buyer shall be the corporation surviving the Merger (the "Surviving Corporation").

(b) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place contemporaneously with the execution of this Agreement by the Parties hereto (the "Closing Date").

(c) Actions at the Closing. At the Closing, (i) Target will deliver to Buyer the various certificates, instruments, and documents referred to in Section 6(a) below, (ii) Buyer will deliver to Target the various certificates, instruments, and documents referred to in Section 6(b) below, (iii) Buyer and Target will jointly file with the Secretary of State of the State of Connecticut a Certificate of Merger complying with Connecticut Corporate Law (the "Certificate of Merger"), and (iv) the Buyer will deliver to Exchange Agent, in the manner provided below in this Section 2, the certificate evidencing Buyer Shares issued in the Merger.

(d) Effect of Merger.

(i) General. The Merger shall become effective at 12:01 a.m., on January 1, 2001. The Merger shall have the effect set forth in the Connecticut Corporate Law. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of either Buyer or Target to carry out and effectuate the transaction contemplated by this Agreement.

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(ii) Certificate of Incorporation. The Certificate of Incorporation of the Buyer in effect at and as of the Effective Time will remain the Certificate of Incorporation of the Surviving Corporation without any modification or amendment in the Merger.

(iii) Bylaws. The Bylaws of Buyer in effect at and as of the Effective Time will remain the Bylaws of the Surviving Corporation without any modification or amendment in the Merger.

(iv) Directors and Officers. The directors and officers of the Buyer in office at and as of the Effective Time will remain the directors and officers of the Surviving Corporation (retaining their respective positions and terms of office).

(v) Conversion of Target Shares. At and as of the Effective Time, each Target Share (other than any Dissenting Share or Buyer-owned Share) shall be converted into the right to receive one (1) Buyer Share (the ratio of one (1) Buyer Share to one (1) Target Share is referred to herein as the "Conversion Ratio"). No Target Share shall be deemed to be outstanding or to have any rights other than those set forth above in this Section 2(d)(v) after the Effective Time.

(vi) Buyer Shares. Each Buyer Share issued and outstanding at and as of the Effective Time will remain issued and outstanding.

(e) Procedure for Payment.

(i) Immediately after the Effective Time, (A) Buyer will furnish to Pepe & Hazard, LLP the ("Exchange Agent") a stock certificate (issued in the name of the Exchange Agent or its nominee) representing that number of Buyer Shares equal to the product of (i) the Conversion Ratio times (ii) the number of outstanding Target Shares and (B) Buyer will cause the Exchange Agent to accept from each record holder of outstanding Target Shares surrendered certificates which represented his or its Target Shares in exchange for a certificate representing the number of Buyer Shares to which he or it is entitled.

(ii) Buyer will not pay any dividend or make any distribution on Buyer Shares (with a record date at or after the Effective Time) to any record holder of outstanding Target Shares until the holder surrenders for exchange his or its certificates which represented Target Shares. Buyer instead will pay the dividend or make the distribution to Exchange Agent in trust for the benefit of the holder pending surrender and exchange. Buyer may cause the Exchange Agent to invest any cash Exchange Agent receives from Buyer as a dividend or distribution in an interest bearing savings account, provided, however, that the terms and conditions of the interest bearing savings account shall be such as to permit the Exchange Agent to make prompt payments of cash to the holders of outstanding Target Shares as necessary. Buyer may cause the Exchange Agent to pay over to Buyer any net with respect to the savings account. In no event, however, will any holder

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of outstanding Target Shares be entitled to any interest payments or earnings on the dividend or distribution pending receipt.

(iii) Buyer may cause Exchange Agent to return any Buyer Shares and dividends and distributions thereon, remaining unclaimed one hundred eighty (180) days after the Effective Time, and thereafter each remaining record holder of outstanding Target Shares shall be entitled to look to Buyer (subject to abandoned property, escheat, and other similar laws) as a general creditor thereof with respect to Buyer Shares and dividends and distributions thereon, to which he or it is entitled upon surrender of his or its certificates.

(iv) Buyer shall pay all charges and expenses of the Exchange Agent.

3. Representations and Warranties of the Target. Target represents and warrants to Buyer that the statements contained in this Section 3 are correct and complete as of the Closing Date.

(a) Organization, Qualification, and Corporate Power. Target is a corporation duly organized and validly existing under the laws of the State of Connecticut. Target has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

(b) Capitalization. All issued and outstanding Target Shares have been duly authorized and are validly issued, fully paid, and nonassessable. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require the Target to issue, sell, or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to Target.

(c) Authorization of Transaction. Target has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; provided, however, that Target cannot consummate the Merger unless and until it receives the Requisite Target Stockholder Approval. This Agreement constitutes the valid and legally binding obligation of the Target, enforceable in accordance with its terms and conditions.

(d) Noncontravention. To the Knowledge of any director or officer of the Target, neither the execution of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any of Target and its Subsidiaries is subject or any provision of the charter or bylaws of any of Target and its Subsidiaries or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which any of Target and its Subsidiaries is a party or

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by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or Security Interest would not have a material adverse effect on the financial condition of Target and its Subsidiaries taken as a whole or on the ability of the Parties to consummate the transactions contemplated by this Agreement.

4. Representations and Warranties of the Buyer. Buyer represents and warrants to Target that the statements contained in this Section 4 are correct and complete as of the Closing Date.

(a) Organization. Buyer is a corporation duly organized and validly existing under the laws of the State of Connecticut.

(b) Capitalization. All Buyer Shares to be issued in the Merger have been duly authorized and, upon consummation of the Merger, will be validly issued, fully paid, and nonassessable.

(c) Authorization of Transaction. The Buyer has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; provided, however, that Buyer cannot consummate the Merger unless and until it receives the Requisite Buyer Stockholder Approval. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions.

(d) Noncontravention. To the Knowledge of any director or officer of Buyer, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject or any provision of the charter or bylaws of Buyer or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject, except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, or failure to give notice would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement.

5. Covenants. The Parties agree as follows with respect to the period from and after the Closing Date.

(a) General. Each Party will use its reasonable best effort to take all action and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Section 6 below).

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(b) Notices and Consents. Target will give any notices to third parties, and will use its reasonable best efforts to obtain any third party consents, that the Buyer reasonably may request in connection with the matters referred to in Section 3(d) above.

(c) Regulatory Matters and Approvals. Each Party will give any notices to, make any filings with, and use its reasonable best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in Section 3(d) and Section 4(d) above. Without limiting the generality of the foregoing:

6. Conditions to Obligation to Close.

(a) Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) This Agreement and the Merger shall have received the Requisite Target Stockholder Approval;

(ii) The representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date;

(iii) Target shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(iv) All actions to be taken by Target in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to Buyer.

Buyer may waive any condition specified in this Section 6(a) if it executes a writing so stating at or prior to the Closing.

(b) Conditions to Obligation of the Target. The obligation of Target to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) This Agreement and the Merger shall have received the Requisite Buyer Stockholder Approval;

(ii) The representations and warranties set forth in Section 4 above shall be true and correct in all material aspects at and as of the Closing Date;

(iii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

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(iv) All actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Target.

Target may waive any condition specified in this Section 6(b) if it executes a writing so stating at or prior to the Closing.

7. Termination.

(a) Termination of Agreement. Either Party may terminate this Agreement with the prior authorization of its board of directors accompanied by mutual written consent of the other Party at any time prior to the Effective Time.

(b) Effect of Termination. If the Parties terminate this Agreement pursuant to Section 7(a) above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach).

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8. Miscellaneous.

(a) Survival. None of the representations, warranties, and covenants of the Parties (other than the provisions in Section 2 above concerning issuance of Buyer Shares) will survive the Effective Time.

(b) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns; provided, however, that the provisions in Section 2 above concerning issuance of Buyer Shares and are intended for the benefit of Target Shareholders.

(c) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

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If to the Target: Mr. David S. Babcock
President
Construction Products Research, Inc.
435 Stillson Road
Fairfield, CT 06430

If to the Buyer: Mr. Roger Pratt
President
International Construction Products Research, Inc.
409 Stillson Road
Fairfield, CT 06430

Either party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, facsimile, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Connecticut to be applied.

(i) Amendments and Waivers. The Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of their respective boards of directors; provided, however, that any amendment affected subsequent to stockholder approval will be subject to the restrictions contained in the Connecticut Corporation Law. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

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INTERNATIONAL CONSTRUCTION PRODUCTS RESEARCH, INC.

By: _____
David S. Babcock
Its Vice President, Duly Authorized

CONSTRUCTION PRODUCTS RESEARCH, INC.

By: _____
David S. Babcock
Its President, Duly Authorized

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