

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/01/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dean Industries, Inc.		10/01/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Frymaster L.L.C.
Street Address:	8700 Line Avenue
City:	Shreveport
State/Country:	LOUISIANA
Postal Code:	71135
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2591488	DEAN

CORRESPONDENCE DATA

Fax Number: (215)832-5347
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-569-5347
 Email: aria@blankrome.com
 Correspondent Name: Zachary A. Aria
 Address Line 1: One Logan Square
 Address Line 2: 9th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	494269-00074
NAME OF SUBMITTER:	Zachary A. Aria
Signature:	/Zachary A. Aria/

CH \$40.00 2591488

Date:

02/15/2008

Total Attachments: 6

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AGREEMENT AND PLAN OF MERGER

OF

FRYMASTER L.L.C.
(a Louisiana Limited Liability Company)

AND

DEAN INDUSTRIES, INC.
(a Delaware Corporation)

AGREEMENT AND PLAN OF MERGER entered into as of October 1, 2001 between FRYMASTER L.L.C., a Louisiana limited liability company ("Frymaster"), and approved by resolution adopted by its sole Member and Board of Directors on September 30, 2001 and DEAN INDUSTRIES, INC., a Delaware corporation ("Dean"), and approved by its sole Shareholder and Board of Directors on September 30, 2001.

WHEREAS, Welbilt Holding Company, a Delaware corporation ("Welbilt"), is the sole member of Frymaster and Dean; and

WHEREAS, the Delaware General Corporation Law ("Delaware Law") permits a merger, pursuant to Section 264, of a business corporation of the State of Delaware with and into a limited liability company of another state; and

WHEREAS, the Louisiana Limited Liability Company Law ("Louisiana LLC Law") permits a merger, pursuant to Section 1362, of a foreign corporation into a domestic limited liability company; and

WHEREAS, Frymaster and Dean, and the respective shareholder, member and Boards of Directors thereof deem it advisable and to the advantage, welfare, and best interests of said corporation and limited liability company and their respective shareholder and member to merge Dean with and into Frymaster, with Frymaster the sole survivor of the merger, pursuant to the provisions of Delaware Law and Louisiana LLC Law upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by Frymaster and approved by a resolution adopted by its member and Board of Directors, and being thereunto duly entered into by Dean, and approved by a resolution adopted by its shareholder and Board of Directors, this Agreement and Plan of Merger and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth in this Agreement and Plan of Merger.

1. Dean shall pursuant to the provisions of Delaware Law and Louisiana LLC Law, be merged with and into Frymaster, which shall be the surviving limited liability company from

and after the effective time of the merger, and which is hereinafter referred to as the "Surviving Company," and which shall continue to exist as said Surviving Company under the name of Frymaster, pursuant to the provisions of Louisiana LLC Law. The separate existence of Dean, which is sometimes referred to as the "terminating corporation," shall cease at said effective time in accordance with the provisions of Delaware Law.

2. The Articles of Organization of Frymaster shall be in force and effect in the State of Louisiana at the effective time of the merger herein provided for and shall continue to be the Articles of Organization of said Surviving Company.

3. The present Operating Agreement of Frymaster will be the Operating Agreement of said Surviving Company and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of Louisiana LLC Law.

4. The directors and officers of Frymaster in office at the effective time of the merger shall be the members of the first Board of Directors and the first officers of the Surviving Company, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Operating Agreement of the Surviving Company.

5. Each issued share of the terminating corporation shall, at the effective time of the merger, be surrendered and canceled. The membership interests of Frymaster as of the effective date of the merger shall continue to represent the membership interests of the Surviving Company.

6. In the event that this Agreement and Plan of Merger shall have been fully approved and adopted on behalf of the terminating corporation in accordance with the provisions of Delaware Law, said corporation and limited liability company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Delaware or the State of Louisiana, and that they will cause to be performed all necessary acts with the State of Delaware and the State of Louisiana and elsewhere to effectuate the merger herein provided for.

7. The Board of Directors and the proper officers of the terminating corporation and of the Surviving Company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan and Agreement or Merger of or the merger herein provided for.

8. Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the terminating corporation shall be transferred to, vested in and devolve upon the Surviving Company without further act or deed and all property, rights, and every other interest of the terminating corporation shall be as effectively the property of the Surviving Company as they were of the terminating corporation. The terminating corporation hereby agrees from time

to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of the terminating corporation acquired or to be acquired by reason of or as result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the terminating corporation and the proper officers and directors of the Surviving Company are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

9. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the boards of directors of any constituent corporation at any time prior to the date the Certificate of Merger filed with the Secretary of State becomes effective. This Agreement and Plan of Merger may be amended by the boards of directors of Frymaster and Dean at any time prior to the date the Certificate of Merger filed with the Secretary of State becomes effective, subject to the provisions of Section 251(d) of the Delaware Law and Section 1359(c) of Louisiana LLC Law.

10. The Surviving Company agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Dean Industries, Inc., a Delaware corporation, as well as for enforcement of any obligation of the Surviving Company arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the Delaware Law, and does irrevocably appoint the Secretary of State of Delaware in accordance with Section 264(d) of Delaware Law as its agent to accept service of process in any such suit or other proceeding; such process may be mailed to the office of the Surviving Company at 8700 Line Avenue, Shreveport, Louisiana 71135.

11. This Agreement has been authorized and approved in accordance with Section 1359 of Louisiana LLC Law and Section 264 of Delaware Law.


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IN WITNESS WHEREOF. the Plan and Agreement of Merger is hereby executed on behalf of each of the constituent parties thereto.

ATTEST:

FRYMASTER L.L.C.
a Louisiana limited liability company

By: _____
Roger H. Kissam. Secretary

By:  _____
Andrew F. Roake. President

ATTEST:

DEAN INDUSTRIES, INC.
a Delaware corporation

By: _____
Patrick M. Clark. Vice President

By: _____
Roger H. Kissam. Secretary

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ATTEST:

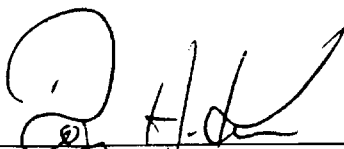
DEAN INDUSTRIES, INC.
a Delaware corporation

By:  _____
Patrick M. Clark, Vice President

By: _____
Roger H. Kissam, Secretary

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Roger H. Kissam, Secretary

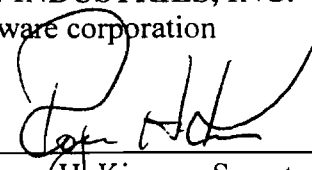
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By: _____
Andrew F. Roake, President

ATTEST:

By: _____
Patrick M. Clark, Vice President

DEAN INDUSTRIES, INC.
a Delaware corporation

By: 

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