

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/20/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dor-O-Matic Inc.		01/20/2004	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Dor-0-Matic (Illinois) LLC
Street Address:	7350 W. Wilson Avenue
City:	Harwood Heights
State/Country:	ILLINOIS
Postal Code:	60706
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2092690	MIDDLE SWING
Registration Number:	1188468	ASTRO SWING
Registration Number:	1865164	ASTRO-FOLD
Registration Number:	0916145	DOR-O-MATIC
Registration Number:	1792377	MID-SWING
Registration Number:	1597191	SENIOR-SWING

**CORRESPONDENCE DATA**

Fax Number: (414)277-0656  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: mkeipdocket@michaelbest.com  
 Correspondent Name: Billie Jean Smith  
 Address Line 1: 100 E. Wisconsin Avenue  
 Address Line 2: Suite 3300  
 Address Line 4: Milwaukee, WISCONSIN 53202

OP \$165.00 2092690

ATTORNEY DOCKET NUMBER:	027243-9002
NAME OF SUBMITTER:	Billie Jean Smith
Signature:	/billie jean smith/
Date:	03/03/2008
Total Attachments: 6 source=c0639293#page1.tif source=c0639293#page2.tif source=c0639293#page3.tif source=c0639293#page4.tif source=c0639293#page5.tif source=c0639293#page6.tif	



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6. If the survivor is a limited liability company, stated below are changes that are necessary to its articles of organization by reason of this merger:

No change

7. For the limited liability companies that are parties to the merger, complete the following:

Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
Dor-O-Matic (Illinois) LLC	Illinois	November 20, 2003	December 8, 2003

8. If the surviving entity is not a limited liability company, it agrees that it may be served with process in this State and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State which is to merge, and for the enforcement, as provided in this Act, of the right of members of any limited liability company to receive payment for their interest against the surviving entity.

9. The undersigned entities caused these articles to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

1. *Gerald E. Swimmer*  
 (Signature)  
G.E. Swimmer, Vice President  
 (Type or print name and title)  
Dor-O-Matic Inc.  
 (Name if a corporation or other entity)

2. *Gerald E. Swimmer*  
 (Signature)  
G.E. Swimmer, MANAGER  
 (Type or print name and title)  
Dor-O-Matic (Illinois) LLC  
 (Name if a corporation or other entity)

3. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name if a corporation or other entity)

4. \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or print name and title)  
 \_\_\_\_\_  
 (Name if a corporation or other entity)

If additional space is needed, it must be continued in the same format on a plain white 8 1/2x11" sheet, which must be stapled to this form.

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

**PLAN AND AGREEMENT OF MERGER****OF DOR-O-MATIC INC.****INTO DOR-O-MATIC (ILLINOIS) LLC**

**PLAN AND AGREEMENT OF MERGER** (this "Agreement") adopted on this \_\_\_ day of January, 2004 by and between Dor-O-Matic Inc., an Illinois corporation ("Dor-O-Matic"), and Dor-O-Matic (Illinois) LLC, an Illinois limited liability company ("Dor-O-Matic LLC").

**WHEREAS**, Dor-O-Matic is a wholly owned subsidiary of Schlage Lock Company, a California corporation, and Dor-O-Matic LLC is a wholly owned subsidiary of Dor-O-Matic;

**WHEREAS**, the board of directors of Dor-O-Matic has deemed it advisable and in the best interest of Dor-O-Matic that Dor-O-Matic merge with and into Dor-O-Matic LLC, with Dor-O-Matic LLC being the surviving entity (the "Merger"), and has approved this Agreement;

**WHEREAS**, the sole member of Dor-O-Matic LLC has approved the merger of Dor-O-Matic LLC with Dor-O-Matic, with Dor-O-Matic LLC being the surviving entity, and has approved this Agreement; and

**WHEREAS**, the Merger is intended to qualify as a reorganization under section 368(a)(1)(A) of the United States Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** Dor-O-Matic and Dor-O-Matic LLC shall pursuant to the provisions of the Illinois Business Corporation Act (the "IBCA") and the Limited Liability Company Act of the State of Illinois (the "Act"), be merged with and into a single entity, to wit, Dor-O-Matic LLC, an Illinois limited liability company, which shall be the surviving entity (the "Surviving Entity") as of the effective time of the Merger (the "Effective Time") and which shall continue to exist as said Surviving Entity under its present name pursuant to the provisions of the laws of the State of Illinois. The address of the principal place of business of the Surviving Entity is 200 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07675. The separate existence of Dor-O-Matic shall cease upon the Effective Time of the Merger in accordance with the provisions of the IBCA and the Act.

2. **EFFECTIVE TIME.** This Agreement shall become effective upon filing with the Illinois Secretary of State.

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3. **ARTICLES OF ORGANIZATION.** The Articles of Organization of Dor-O-Matic LLC shall become the Articles of Organization of the Surviving Entity following the Effective Time unless and until the same be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Organization or herein upon any member, manager, director or officer of the Surviving Entity or upon any shareholder or director or officer of Dor-O-Matic or upon any other persons whomsoever are subject to the reserve power. Such Articles of Organization shall constitute the Articles of Organization of the Surviving Entity separate and apart from this Agreement and may be separately certified as the Articles of Organization of the Surviving Entity.

4. **OPERATING AGREEMENT.** The operating agreement of Dor-O-Matic LLC upon the Effective Time will be the operating agreement of said Surviving Entity and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Illinois.

5. **MANAGERS, DIRECTORS AND OFFICERS.** The managers, directors and officers in office of Dor-O-Matic LLC upon the Effective Time, if any, shall be the managers, directors and officers of the Surviving Entity, all of whom shall hold their offices and positions 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 Entity.

6. **CONVERSION OF OUTSTANDING STOCK.** At the Effective Time, each share of Dor-O-Matic's no par value per share common stock, which is issued and outstanding immediately prior to the Effective Time, shall be converted into one unit of membership interest in Dor-O-Matic LLC.

7. **SHAREHOLDER AND MEMBER APPROVAL.** This Agreement herein made and adopted shall be submitted to the sole shareholder of Dor-O-Matic for its adoption or rejection in the manner prescribed by the provisions of the IBCA.

8. **FILINGS.** In the event that this Agreement shall have been adopted by the shareholder of Dor-O-Matic in the manner prescribed by the provisions of the IBCA, Dor-O-Matic and Dor-O-Matic LLC hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Illinois, and that they will cause to be performed all necessary acts therein and elsewhere, to effectuate the Merger subject, however, to any provision or provisions contained hereinafter for abandoning this Agreement and the Merger before or after the adoption thereof by the shareholder of Dor-O-Matic or before or after the authorization of the Merger upon behalf of the Surviving Entity and as permitted by applicable law.

9. **FURTHER ASSURANCE OF TITLE.** If at any time Dor-O-Matic LLC shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Dor-O-Matic LLC any right, title, benefit or interest of Dor-O-Matic held immediately prior to the Effective Time, Dor-O-Matic and its proper officers and directors shall and will make, execute, deliver, file, and/or record any and all instruments, papers, documents, acknowledgements or assurances in law and do

all things necessary or proper to acknowledge or confirm such right, title, benefit or interest in the Surviving Entity as shall be necessary to carry out the purposes of this Agreement, and Dor-O-Matic LLC and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Dor-O-Matic or otherwise.

**10. RIGHTS AND LIABILITIES OF DOR-O-MATIC.** At and after the Effective Time, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to Dor-O-Matic shall be vested in Surviving Entity; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of Surviving Entity as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in Dor-O-Matic shall not revert or be in any way impaired by reason of the merger, but shall be vested in Surviving Entity; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time of the Merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it and Surviving Entity shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

**11. TERMINATION.** This Agreement may be terminated and abandoned by action of the sole member of Dor-O-Matic LLC, by action of the board of directors of Dor-O-Matic or by action of the sole shareholder of Dor-O-Matic at any time prior to filing of the Articles of Merger with respect to the Merger with the Secretary of State of the State of Illinois.


**12. GOVERNING LAW.** This Agreement shall be governed and construed in all respects in accordance with law of the State of Illinois, excluding the principles of conflicts of law. It is irrevocably agreed that the courts of the State of Illinois are to have jurisdiction to settle any disputes arising out of or in connection with this Agreement.

**13. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.


*[signatures follow on next page]*

IN WITNESS WHEREOF each of the parties hereto, pursuant to authority duly granted by its respective board of directors or members, has caused this Plan and Agreement of Merger to be executed by its authorized representative as of the date first set forth above.

**Dor-O-Matic Inc.**

By:   
Name: Ronald G. Heller  
Its: Secretary

**Dor-O-Matic (Illinois) LLC**

By:   
Name: Gerald E. Swimmer  
Its: Manager