

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/1997

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Minitube of America, Inc.		03/31/1997	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	MOFA, Inc.
Street Address:	419 Venture Court
City:	Verona
State/Country:	WISCONSIN
Postal Code:	53593
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2096385	
Registration Number:	2051949	MINITUBE OF AMERICA
Registration Number:	2033439	ANDROHEP
Registration Number:	2034996	MINIFLUSH
Registration Number:	2038251	MINITUBE

CORRESPONDENCE DATA

Fax Number: (414)223-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414.273.2100
 Email: splagemann@whdlaw.com
 Correspondent Name: Whyte Hirschboeck Dudek S.C.
 Address Line 1: Attn: Suzanne Plagemann
 Address Line 2: 555 East Wells Street, Suite 1900
 Address Line 4: Milwaukee, WISCONSIN 53202

CH \$140.00 2096385

ATTORNEY DOCKET NUMBER:	MOA-30258
NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/Suzanne Plagemann/
Date:	03/13/2008
Total Attachments: 7 source=MOA-30258 MOFA Merger Document#page1.tif source=MOA-30258 MOFA Merger Document#page2.tif source=MOA-30258 MOFA Merger Document#page3.tif source=MOA-30258 MOFA Merger Document#page4.tif source=MOA-30258 MOFA Merger Document#page5.tif source=MOA-30258 MOFA Merger Document#page6.tif source=MOA-30258 MOFA Merger Document#page7.tif	

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

ARTICLES OF MERGER

97 MAR 27 P1: 05

These Articles of Merger are executed by the undersigned pursuant to Sections 180.1105 and 180.1107 of the Wisconsin Business Corporation Law:

- I. The name and respective state of incorporation of the merging (non-surviving) corporation is:

MINIUBE OF AMERICA, INC., an Iowa corporation
MAR 28 12:00PM
A
172036 DCORP-WI 100.00
02 m038870
(132m)

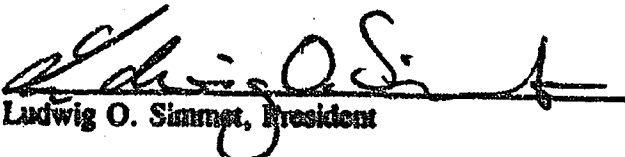
- II. The name (prior to any change effected by the merger) and state of incorporation of the surviving corporation is:

MOFA, Inc., a Wisconsin corporation
MAR 28 12:00PM
B
172036 EXPED 25 25.00
01 m047389

- III. The adopted Plan of Merger (the "Plan") is attached as Exhibit A.
- IV. The Plan was approved by MOFA, Inc., a domestic corporation that is a party to the merger, in accordance with Sections 180.1103 and 180.1107, Wis. Stat.
- V. The Plan was approved by Miniube of America, Inc., an Iowa corporation that is a party to the merger, in accordance with Sections 490.1103 and 490.1107, Iowa Code Ann.
- VI. These Articles of Merger, when filed, shall be effective on March 31, 1997

Executed by the surviving corporation on behalf of all parties to the merger on this 31st day of March, 1997.

MOFA, INC.
a Wisconsin corporation

By: 
Ludwig O. Simmet, President

TRADEMARK

REEL: 003739 FRAME: 0909

5/28/97
[Handwritten initials]

Amy L. Clough

This document drafted by hand should be returned to:
Tomlinson, Gillman & Rickers, S.C.
440 Science Drive, Suite 300
P. O. Box 44158
Madison, WI 53744-4158
Telephone: (608) 232-2240
Facsimile: (608) 232-2249

Agreement of Merger and Plan of Reorganization

Agreement of Merger and Plan of Reorganization dated as of March 31, 1997, by and between MINTUBE OF AMERICA, INC., an Iowa corporation (hereinafter called "Mintube") and MOFA INC., a Wisconsin corporation (hereinafter called "MOFA").

WHEREAS:

1. The Boards of Directors of Mintube and MOFA have resolved that Mintube be merged and pursuant to the Business Corporation Law of the State of Wisconsin and the Business Corporation Law of the State of Iowa into a single corporation existing under the laws of the State of Wisconsin, to wit, MOFA, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

2. The authorized capital stock of Mintube consists of 100,000 shares of Common Stock with a par value of ~~\$1.00~~ per share (hereinafter called "Mintube Common Stock"), of which 1,000 shares are issued and outstanding;

3. The authorized capital stock of MOFA consists of 9,000 shares of Common Stock with a par value of \$ 1.00 per share (hereinafter called "MOFA Common Stock"), 1,000 shares of which are issued and outstanding; and

4. The respective Boards of Directors of Mintube and MOFA have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Business Corporation Law of the State of Iowa and the Business Corporation Law of the State of Wisconsin that Mintube shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Wisconsin, to wit, MOFA, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; Filings; Effects of Merger

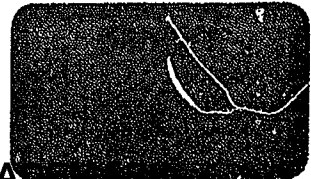
1.1 Mintube Stockholders' Meeting. Mintube shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the State of Iowa at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by Mintube as Sole Stockholder of MOFA. On or before March 31, 1997, Mintube, as the sole stockholder of MOFA, shall adopt this Agreement in accordance with the General Corporation Law of the State of Wisconsin.

TRADEMARK

REEL: 003739 FRAME: 0911

5/22/97
OK per
M.A. Clough
MEL



1.3 Filing of Certificate of Merger: Effective Date. If (a) this Agreement is adopted by the stockholders of Minitube in accordance with the Business Corporation Law of the State of Iowa, (b) this Agreement has been adopted by Minitube as the sole stockholder of MOFA, in accordance with the Business Corporation Law of the State of Wisconsin, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the Business Corporation Law of the State of Iowa and Articles of Merger shall be filed in accordance with the Business Corporation Law of the State of Wisconsin. The Merger shall become effective on March 31, 1997, herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of Minitube shall cease, and Minitube shall be merged into MOFA which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Minitube; and all and singular, the rights, privileges, powers, and franchises of Minitube, and all property, real, personal, and mixed, and all debts due to Minitube on whatever account, as well for stock subscriptions and all other things in action or belonging to Minitube, shall be vested in the Surviving Corporation; and all property, rights, 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 Minitube, and the title to any real estate vested by deed or otherwise, under the laws of Iowa or Wisconsin or any other jurisdiction, in Minitube, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Minitube shall be preserved unimpaired, and all debts, liabilities, and duties of Minitube shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of Minitube or the corresponding officers of the Surviving Corporation, may, in the name of Minitube, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Minitube's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

1.5 Effect on Bond Obligations. Upon the Effective Date, all obligations under the \$3,300,000, City of Verona, Wisconsin, Variable Rate Demand Industrial Development Revenue Bonds, series 1996 (Minitube of America, Inc. Project) of Minitube, shall be and become obligations of the surviving corporation in the same manner and to the same extent as the same constituted obligations of Minitube immediately prior to the Effective Date under the terms of the Loan Agreement dated December 1, 1996, and entered into by and among the City of Verona, Wisconsin and Minitube of America, Inc. and Ludwig, L.L. C., and the Reimbursement Agreement dated December 1, 1996, and entered into by and between Minitube of America, Inc. and Ludwig, L.L.C. and Firstar Bank Wisconsin.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be MINITUBE OF AMERICA, INC. *OK*

2.2 Certificate of Incorporation. The Certificate of Incorporation of MOFA as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law except that Article FIRST shall be amended in accordance with 2.1 hereof.

2.3 By-Laws. The By-Laws of MOFA, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

2.4 Officers and Directors. The officers and directors of MOFA as indicated in the Organizational Resolutions dated March 21, 1997, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the officers and directors of the surviving corporation until they resign or are removed from office.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of Minitube and the nature and amount of securities of MOFA which the holders of shares of Minitube Common Stock are to receive in exchange for such shares are as follows:

3.1 Minitube Common Stock. Each one share of Minitube Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of MOFA Common Stock, and outstanding certificates representing shares of Minitube Common Stock shall thereafter represent shares of MOFA Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 MOFA Common Stock Held by Minitube. All issued and outstanding shares of MOFA Common Stock held by Minitube immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

3.3 Retirement of Minitube Treasury Stock. Upon the Effective Date, 99,000 shares of the Common Stock of Minitube held in the treasury of Minitube on the Effective Date shall be retired and no shares of Common Stock or any other securities of MOFA shall be issued in respect thereof.

4. Miscellaneous

4.1. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Minutube, if the Board of Directors of Minutube or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Minutube of America, Inc., and MOFA, Inc. all on the date first above written.

ATTEST:

MINUTUBE OF AMERICA, INC.

TELETYPE UNIT

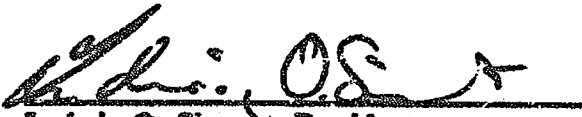

Rebekah L. Simmet, Secretary

By: 
Ludwig O. Simmet, President

ATTEST:

MOFA, INC.


Rebekah L. Simmet, Secretary

By: 
Ludwig O. Simmet, President