

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKZO NOBEL ASPHALT APPLICATIONS INC.		12/10/2004	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AKZO NOBEL HOLDINGS II LLC		
Street Address:	120 White Plains Road, Suite 300		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0842708	KLING	
CORRESPONDENCE DATA			
Fax Number:	(914)366-4097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	914 333-7454		
Email:	ipani.trademark@akzonobel.com		
Correspondent Name:	Ralph J. Mancini - Akzo Nobel Inc.		
Address Line 1:	120 White Plains Road, Suite 300		
Address Line 2:	Intellectual Property Dept		
Address Line 4:	Tarrytown, NEW YORK 10591		
ATTORNEY DOCKET NUMBER:	10689US1		
NAME OF SUBMITTER:	Ralph J. Mancini		

CH \$40.00 0842708

Signature:

/ralph j. mancini/

Date:

04/16/2008

Total Attachments: 3

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Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

AKZO NOBEL ASPHALT APPLICATIONS, INC.
Domestic Business Corporation
[Filing Number: 17120100]

Into

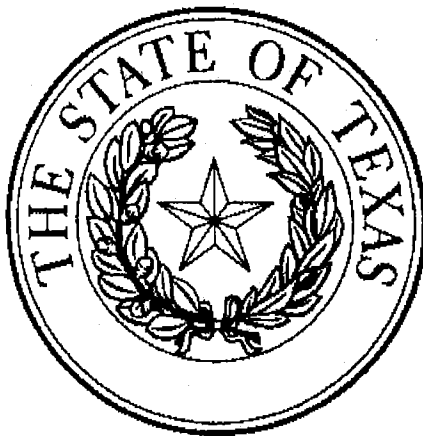
Akzo Nobel Holdings II LLC
Foreign Limited Liability Company (LLC)
DE, USA
[Entity not of Record, Filing Number Not Available]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated: 12/15/2004

Effective: 01/01/2005 at 12:01 a.m.



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

DEC 15 2004

Corporations Section

**ARTICLES OF MERGER OF
AKZO NOBEL ASPHALT APPLICATIONS INC. AND
AKZO NOBEL HOLDINGS II LLC INTO
AKZO NOBEL HOLDINGS II LLC**

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned corporation and limited liability company adopt the following Articles of Merger:

An Agreement and Plan of Merger has been adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of Akzo Nobel Asphalt Applications Inc. and Akzo Nobel Holdings II LLC, resulting in Akzo Nobel Holdings II LLC being the surviving limited liability company. The Agreement and Plan of Merger is set forth as Exhibit A.

1. The name of the corporation and of the limited liability company participating in the merger and in the states under the laws of which they are respectively organized are as follows:

<u>Name of Entity</u>	<u>State</u>
Akzo Nobel Asphalt Applications Inc.	Texas
Akzo Nobel Holdings II LLC	Delaware

2. The Plan of Merger was duly approved by the shareholder/member of each entity as set forth below.

3. As to each of the undersigned entities, the approval of whose shareholders/members is required, the number of shares/membership units outstanding, and, if the shares/units of any class or series are entitled to vote as a class, the designation and number of outstanding shares/units of each such class or series are as follows:

<u>Name of Entity</u>	<u>Number of Shares/Units Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares/Units Entitled to vote as a class</u>
Akzo Nobel Asphalt Applications Inc.	1,240 common	Not applicable	None
Akzo Nobel Holdings II LLC	100 membership units	Not applicable	None

As to each of the undersigned entities, the total number of shares/membership units voted for and against the plan, respectively, and as to each class entitled to vote thereon as a class, the number of shares/units of each such class voted for and against the plan respectively, are as follows:

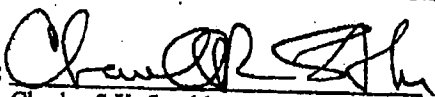
<u>Name of Entity</u>	<u>For</u>	<u>Total Voted Against</u>	<u>Total Voted Class</u>	<u>Number of Shares/Units Entitled to Vote as a class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
Akzo Nobel Asphalt Applications Inc.	1,240	0	(Not applicable)	(Not applicable)	(Not applicable)
Akzo Nobel Holdings II LLC	100	0	(Not applicable)	(Not applicable)	(Not applicable)

4. As to the foreign limited liability company that is a party to the Agreement and Plan of Merger, the approval of the Agreement and Plan of Merger was duly authorized by all action required by the laws under which it is organized and by its constituent documents.


5. The surviving limited liability company will be responsible for the payment of all fees and franchise taxes of the merged corporation and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

Dated as of December 10, 2004

AKZO NOBEL ASPHALT APPLICATIONS INC.

By: 
Charles S.K. Scudder, Secretary

AKZO NOBEL HOLDINGS II LLC

By: 
Charles S.K. Scudder, Manager

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REEL: 003760 FRAME: 0683

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated this 10th day of December, 2004, between Akzo Nobel Holdings II LLC, a Delaware limited liability company (the "Surviving Entity"), and Akzo Nobel Asphalt Applications Inc., a Texas corporation (the "Merged Entity"). WITNESSETH that:

WHEREAS, both of the constituent entities desire to merge into a single one;

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: The Surviving Entity merges into itself the Merged Entity and said Merged Entity shall be and hereby is merged into the Surviving Entity which shall be the surviving entity.

SECOND: The certificate of formation of the Surviving Entity shall be in effect on the date of the merger provided for in this Agreement, and shall continue in full force and effect as the certificate of formation of the limited liability company surviving this merger.

THIRD: The disposition following the merger of the stock in the Merged Entity and the membership interest of the Surviving Entity shall be as follows:

- (a) The membership interest of the Surviving Entity which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.
- (b) The Merged Entity and the Surviving Entity are both wholly-owned subsidiaries of the same parent corporation. Accordingly, the stock in the Merged Entity shall not be converted in any manner but shall be surrendered and extinguished.

FOURTH: The terms and conditions of the merger are as follows:

- (a) The operating agreement of the Surviving Entity as it shall exist on the effective date of this Agreement shall be and remain the operating agreement of the Surviving Entity until the same shall be altered, amended and repealed as therein provided.
- (b) The managers and officers of the Surviving Entity shall continue in office until their successors shall have been elected and qualified.
- (c) This merger shall become effective at 12:01 a.m. on January 1, 2005.
- (d) 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 Merged Entity shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed and all property, rights, and every other interest of the Surviving Entity and the Merged Entity shall be as effectively the property of the Surviving Entity as they were of the Surviving Entity and the Merged Entity respectively. The Merged Entity hereby agrees from time to time, as and when requested by the Surviving Entity 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 Entity may deem to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of the Merged Entity acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the Merged Entity and of the Surviving Entity are fully authorized in the name of the Merged Entity or otherwise to take any and all such action.

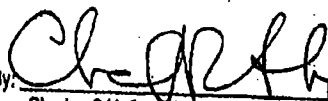
FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or mutually amended by the governing board of either of the constituent entities at any time prior to the time that the Certificate of Merger filed with the Delaware Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by either the stockholders or the members of the constituent entities shall not (1) alter or change the amount or kind of securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares/units of any class or series thereof of such constituent entity, (2) alter or change any term of the certificate of formation of the Surviving Entity to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent entity.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective governing boards and each of their sole stockholder and sole member have caused these presents to be executed by an officer of each party hereto as the respective act, deed and agreement of said entities on this 10th day of December, 2004.

AKZO NOBEL HOLDINGS II LLC

By: 
Charles S.K. Scudder, Secretary

AKZO NOBEL ASPHALT APPLICATIONS INC.

By: 
Charles S.K. Scudder, Secretary

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