

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/05/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RPM Publications, LLC		05/05/2008	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	American Graphics Group, LLC
Street Address:	269 S. Jefferson Street
City:	Berne
State/Country:	INDIANA
Postal Code:	46711
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1978560	RPM FOR TRUCKERS

CORRESPONDENCE DATA

Fax Number: (312)759-5646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3123571313
 Email: mvallone@btlaw.com
 Correspondent Name: Melissa A. Vallone
 Address Line 1: P.O. Box 2786
 Address Line 4: Chicago, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER:	30618-68641
NAME OF SUBMITTER:	Melissa A. Vallone
Signature:	/mvallone/

CH \$40.00 1978560

Date:

05/13/2008

Total Attachments: 12

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**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF MERGER

of

AMERICAN GRAPHICS GROUP, LLC

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The following non-surviving entity(s):

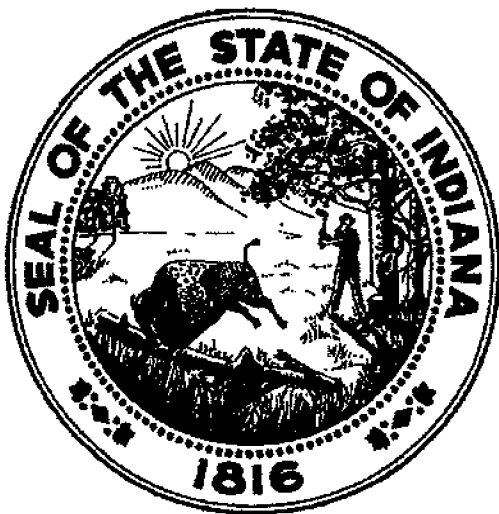
RPM PUBLICATIONS, LLC

a(n) Domestic Limited Liability Company (LLC)

merged with and into the surviving entity:

AMERICAN GRAPHICS GROUP, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, May 05, 2008.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 5, 2008.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

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ARTICLES OF MERGER
OF
RPM PUBLICATIONS, LLC
WITH AND INTO
AMERICAN GRAPHICS GROUP, LLC

RECEIVED
CORPORATIONS DIV.
08 MAY -5 AM 9:34

APPROVED
AND
FILED

The undersigned, being the sole-member of AMERICAN GRAPHICS GROUP, LLC, an Indiana limited liability company (the "Surviving Company"), desiring to effect a merger of RPM PUBLICATIONS, LLC, an Indiana limited liability company (the "Merging Company"), with and into the Surviving Company in compliance with I.C. §§23-18, et seq. (the "Indiana Business Flexibility Act"), hereby sets forth the following facts:

ARTICLE I
Surviving Company

- A. The name of the company surviving the merger is AMERICAN GRAPHICS GROUP, LLC which name has not been changed as a result of the merger.
- B. The Surviving Company is an Indiana limited liability company existing pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE II
Merging Company

- A. The name of the limited liability company merging into the Surviving Company is RPM PROPERTIES, LLC.
- B. The Merging Company is an Indiana limited liability company existing pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE III
Agreement and Plan of Merger

The Agreement and Plan of Merger of the Merging Company with and into the Surviving Company (the "Plan") is set forth as Exhibit A to these Articles of Merger.

ARTICLE IV
Manner of Adoption and Vote

- A. Action by the Surviving Company.
1. Approval by the Members. By written consent dated effective as of the 1st day of May, 2008, the member of the Surviving Company unanimously adopted resolutions approving the Plan and authorizing the execution thereof in accordance with I.C. §23-18-7-3.

2. Compliance with Legal Requirements. The manner of the adoption of the Plan, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Indiana Business Flexibility Act and the Operating Agreement of the Surviving Company.

B. Action by the Merging Company.

1. Approval by the Members. By written consent dated effective as of the 1st day of May, 2008, the member of the Merging Company unanimously adopted resolutions approving the Plan and authorizing the execution thereof in accordance with I.C. §23-18-7-3.

2. Compliance with Legal Requirements. The manner of the adoption of the Plan, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Indiana Business Flexibility Act and the Operating Agreement of the Surviving Company.

ARTICLE V
Effective Time

Pursuant to Section 23-18-7-4(b) of the Indiana Business Flexibility Act and the terms of the Plan, the effective time of the merger shall be 11:59 p.m. Fort Wayne Time on the 5th day of May, 2008.


[signature page follows]

IN WITNESS OF WHEREOF, the undersigned have executed these Articles of Merger effective as of the Effective Time on the respective dates indicated below.

AMERICAN GRAPHICS GROUP, LLC

By: R&N Partnership, L.P.
Its Sole-Member

Date signed: May 1, 2008

By: 
Roger C. Muselman
Its General Partner

APPROVED
AND
FILED

[Signature]
STATE OF INDIANA

AGREEMENT AND PLAN OF MERGER
OF
RPM PUBLICATIONS, LLC
WITH AND INTO
AMERICAN GRAPHICS GROUP, LLC

RECEIVED
CORPORATIONS DIV.
08 MAY -5 AM 9:34

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated effective the 5th day of May, 2008, is by and between AMERICAN GRAPHICS GROUP, LLC, an Indiana limited liability company (the "Surviving Company"), and RPM PUBLICATIONS, LLC, an Indiana limited liability company (the "Merging Company") (together with the Surviving Company, the "Constituent Entities"), and is entered into pursuant to the provisions of I.C. §§23-18-7-1, et seq.

RECITALS

WHEREAS, the Merging Company is a manager-managed limited liability company duly registered and existing under the laws of the State of Indiana; and

WHEREAS, the Surviving Company is a member-managed limited liability company duly organized and in existing under the laws of the State of Indiana; and

WHEREAS, the sole-member of the Surviving Company and the sole-member of the Merging Company desire for the Merging Company to be merged with and into the Surviving Company to simplify the operating structure of the Merging Company; and

WHEREAS, the sole-member of the Surviving Company and the sole-member of the Merging Company have determined that it is advisable and in the best interests of the Constituent Entities that the Merging Company be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the applicable laws of the State of Indiana; and

WHEREAS, the sole-member of the Surviving Company and the sole-member of the Merging Company have approved and adopted this Merger Agreement;

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger (defined below), the Constituent Entities hereby agree as follows:

ARTICLE I

The Merger and Its Effective Time

Section 1.01. The Merger. The Merging Company shall be merged with and into the Surviving Company in accordance with the applicable laws of the State of Indiana (the "Merger").

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Section 1.02. Effective Time. The effective time and date of the Merger shall be 11:59 p.m. Fort Wayne Time on May 5, 2008 (the "Effective Time").

Section 1.03. Survival of the Merger. At the Effective Time, the separate existence of the Merging Company shall cease and the Surviving Company shall survive the Merger and continue to be an Indiana limited liability company.

ARTICLE 2 Articles of Organization

On and after the Effective Time, the Articles of Organization of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Articles of Organization of the Surviving Company (the "Surviving Articles") and shall not be amended in any respect by reason of this Merger Agreement, but shall remain subject to amendment by the Surviving Company in accordance with the applicable laws of the State of Indiana and the Surviving Articles.

ARTICLE 3 Manner of Converting and Canceling Capital Units

Section 3.01. Cancellation of Capital Units of Merging Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, all capital units of the Merging Company shall automatically and by operation of law be canceled, and all certificates evidencing ownership of such capital units of the Merging Company, if any, shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 3.02. Issuance of Capital Units of the Surviving Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, capital units of the Surviving Company shall be authorized and issued to the former member of the Merging Company in the same percentages as such former member held its capital units of the Merging Company in relation to all the issued and outstanding capital units of the Merging Company immediately prior to the Effective Time.

ARTICLE 4 Rights

From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all the public and private rights, privileges, immunities and franchises, and be subject to all the public and private restrictions, contracts, liabilities and duties, of each of the Constituent Entities; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Entities shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument to the fullest extent provided in I.C. §23-18-7-5; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Entities, shall not revert or be in any way impaired by reason of the Merger.

ARTICLE 5
Liabilities

From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Entities shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Entities shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in place of the Merging Company in such action or proceeding.

ARTICLE 6
Company Acts

From and after the Effective Time, all Company acts, plans, policies, arrangements, approvals and authorizations (collectively, "Company Acts") of the Merging Company, its member, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Company Acts of the Surviving Company.

ARTICLE 7
Further Documents

If, at any time prior to the Effective time, the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Company or otherwise to carry out the purposes of the Merger, the Manager, or, its member, as required, of the Merging Company shall execute and make all such proper assignments or assurances and take such other actions; and the sole-member of the Surviving Company is hereby authorized, in the name and on behalf of the Merging Company or otherwise, to do any of the foregoing.

[signature page follows]

IN WITNESS WHEREOF, the Surviving Company and the Merging Company have caused this Merger Agreement to be executed, effective as of the Effective Time, on the respective dates signed below.

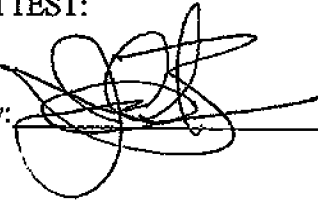
AMERICAN GRAPHICS GROUP, LLC.

By: R&N Partnership, L.P.
Its Sole-Member

Date signed: May 1, 2008

By: 
Roger C. Muselman
Its General Partner

ATTEST:

By: 

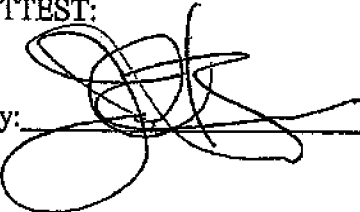
RPM PUBLICATIONS, LLC

By: R&N Partnership, L.P.
Its Sole-Member

Date signed: May 1, 2008

By: 
Roger C. Muselman
Its General Partner

ATTEST:

By: 

WRITTEN CONSENT TO RESOLUTIONS
OF THE SOLE-MEMBER OF
RPM PUBLICATIONS, LLC
IN LIEU OF A MEETING OF THE MEMBERS

RECEIVED
CORPORATIONS DIV.
08 MAY -5 AM 9:33

The undersigned, being the sole-member of RPM PUBLICATIONS, LLC, an Indiana limited liability company (the "Company"), under the provisions of I.C. §23-18-4-3, hereby consents to the following action to be taken by the Company in lieu of a meeting of the member.

WHEREAS, the sole-member has determined that it is in the best interests of the Company to allow for the merger of the Company with and into AMERICAN GRAPHICS GROUP, LLC, an Indiana limited liability company (the "Surviving Company").

BE IT RESOLVED, that the sole-member of the Company hereby approves the proposed Agreement and Plan of Merger (the "Plan"), a copy of which was reviewed by the undersigned member prior to signing these written consent resolutions.

RESOLVED FURTHER, that the sole-member hereby consents to all acts of the Manager of the Company necessary to carry out the plans and provisions of the Plan, including, but not limited to, the execution of all required documents, without further member action.

RESOLVED FURTHER, that all actions and decisions of the Manager of the Company taken in accordance with the foregoing resolutions concerning the merger of the Company with and into the Surviving Company, are hereby approved, ratified and confirmed in all things.

RESOLVED FURTHER, that all and every act of the Manager and member of the Company which have not been previously ratified, approved and confirmed are hereby ratified, approved and confirmed in all things through and including the date of the signing of these written consent resolutions.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the ___ day of May, 2008, on the respective date indicated below.

By: R&N Partnership, L.P.
Its Sole-Member

Date signed: May 1, 2008

By: Roger C. Muselman
Roger C. Muselman
Its General Partner

WRITTEN CONSENT TO RESOLUTIONS
OF THE SOLE-MEMBER OF
AMERICAN GRAPHICS GROUP, LLC
IN LIEU OF A MEETING OF THE MEMBER

The undersigned, being the sole-member of AMERICAN GRAPHICS GROUP, LLC, an Indiana limited liability company (the "Company"), under the provisions of I.C. §23-18-4-3, hereby consents to the following action to be taken by the Company in lieu of a meeting of the member.

I

WHEREAS, the sole-member of the Company has reviewed the Agreement and Plan of Merger (the "Plan") relating to the merger of RPM PUBLICATIONS, LLC, an Indiana limited liability company, with and into the Company (the "Merger") and the sole-member has determined that it is in the best interests of the Company to effectuate the Merger.

BE IT RESOLVED, that the terms and conditions of the Plan are hereby approved and adopted, subject to such insertions, deletions, additions, and changes therein as the sole-member executing the Plan shall approve, such approval to be conclusively evidenced by such member's execution thereof.

BE IT FURTHER RESOLVED, that the Merger be, and it hereby is, approved and adopted.

BE IT FURTHER RESOLVED, that all actions and decisions of the sole-member taken in accordance with the foregoing resolutions concerning the Merger, are hereby approved, ratified and confirmed in all things.

II

BE IT RESOLVED, that all and every act of the sole-member of the Company which have not been previously ratified, approved and confirmed are hereby ratified, approved and confirmed in all things through and including the date of the signing of these written consent resolutions.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the ___ day of May, 2008, on the respective date indicated below.

By: R&N Partnership, L.P.
Its Sole-Member

Date signed: May 1, 2008

By: Roger C. Muselman
Roger C. Muselman
Its General Partner