

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/28/2000

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMALLOY INTERNATIONAL COMPANY		01/28/2000	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	A. SCHULMAN, INC.
Street Address:	3550 West Market Street
City:	Akron
State/Country:	OHIO
Postal Code:	44333
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	73669411	COMTUF

**CORRESPONDENCE DATA**

Fax Number: (269)382-2030  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 269-382-0030  
 Email: jtf@hueschen-sage.us  
 Correspondent Name: HUESCHEN & SAGE, PLLC  
 Address Line 1: 107 West Michigan Avenue  
 Address Line 2: Seventh Floor, Kalamazoo Building  
 Address Line 4: kalamazoo, MICHIGAN 49007

ATTORNEY DOCKET NUMBER:	SCHULMAN FTM 38
NAME OF SUBMITTER:	Joanna T. FRENCH

Signature:	/jtfrench/
Date:	05/13/2008
<b>Total Attachments: 8</b> source=FTM 38 Merger Docs#page1.tif source=FTM 38 Merger Docs#page2.tif source=FTM 38 Merger Docs#page3.tif source=FTM 38 Merger Docs#page4.tif source=FTM 38 Merger Docs#page5.tif source=FTM 38 Merger Docs#page6.tif source=FTM 38 Merger Docs#page7.tif source=FTM 38 Merger Docs#page8.tif	

**ACTION BY WRITTEN CONSENT  
OF THE SOLE SHAREHOLDER OF  
COMALLOY INTERNATIONAL COMPANY**

Pursuant to Section 1701.54 of the Ohio Revised Code, the following actions were taken by the undersigned, by authority from and on behalf of A. Schulman, Inc., the sole shareholder of ComAlloy International Company, an Ohio corporation (the "Company"), without a meeting and by means of its written consent, as of this 28 day of January, 2000.

RESOLVED, that the Company shall merge with and into A. Schulman, Inc., a Delaware corporation.

RESOLVED, that the Agreement and Plan of Merger between the Company and A. Schulman, Inc. is approved and adopted in the form attached hereto, subject to such modifications and revisions thereto as the officers of the Company shall deem appropriate.

RESOLVED, that the officers of the Company are hereby authorized and directed for and on behalf of the Company to execute and deliver the aforementioned agreement, and to take any and all other actions as may be necessary or appropriate to carry out the intents and purposes of the foregoing resolutions.

RESOLVED, that any and all actions taken by the officers of the Company with respect to and in contemplation of the transaction authorized by these resolutions are hereby authorized, approved, and ratified.

"SOLE SHAREHOLDER"

A. Schulman, Inc.

By: Robert A. Stefanko  
Robert A. Stefanko, Chairman

[326784.1]

**TRADEMARK**  
**REEL: 003776 FRAME: 0825**

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("*Agreement*") is entered into on January 28, 2000 (but effective as stated below) between ComAlloy International Company, an Ohio corporation ("*Subsidiary*"), and A. Schulman, Inc., a Delaware corporation ("*Parent*").

### RECITALS:

A. The Boards of Directors of Subsidiary and Parent have resolved that Subsidiary and Parent be merged under and pursuant to the General Corporation Law of the State of Ohio and the General Corporation Law of the State of Delaware, into a single corporation existing under the laws of the State of Delaware, to wit, A. Schulman, Inc., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation is sometimes referred to herein as the "*Surviving Corporation*").

B. Parent owns 100% of the issued and outstanding shares of the capital stock of the Subsidiary (the "*Subsidiary Stock*").

C. The respective Boards of Directors of Subsidiary and Parent have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree that Subsidiary shall be, at the Effective Time (as herein defined) merged ("*Merger*") into a single corporation existing under the laws of the State of Delaware, to wit, A. Schulman, Inc., 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. Filings; Effects of Merger

1.1 Filing of Certificate of Merger; Effective Time. If this Agreement is not terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the General Corporation Law of the State of Ohio, and a Certificate of Ownership and Merger shall be filed and recorded in accordance with the General Corporation Law of the State of Delaware. The Merger shall become effective at the close of business on the 31st day of January, 2000 ("*Effective Time*").

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**1.2 Certain Effects of Merger.** At the Effective Time, the separate existence of ComAlloy International Company shall cease and shall be merged into A. Schulman, Inc., 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 Subsidiary; and all and singular, the rights, privileges, powers, and franchises of Subsidiary, and all property, real, personal, and mixed, and all debts due to Subsidiary on whatever account, as well for stock subscriptions and all other things in action or belonging to Subsidiary, 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 Subsidiary, and the title to any real estate vested in Subsidiary, by deed or otherwise, under the laws of Tennessee, or any other jurisdiction, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Subsidiary shall be preserved unimpaired, and all debts, liabilities, and duties of Subsidiary 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 the Surviving Corporation. At any time, or from time to time, after the Effective Time, the last acting officers of Subsidiary or the corresponding officers of the Surviving Corporation, may, in the name of Subsidiary, 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 Subsidiary's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

**2. Name and Principal Office of Surviving Corporation; Articles of Incorporation; Code of Regulations; Directors and Officers**

**2.1 Name and Principal Office of Surviving Corporation.** The name of the Surviving Corporation from and after the Effective Time shall be A. Schulman, Inc.. The principal office of the Surviving Corporation shall be located at 3550 West Market Street, Akron, Ohio, County of Summit.

**2.2 Certificate of Incorporation.** The Certificate of Incorporation of Parent as in effect on the date hereof shall from and after the Effective Time be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

**2.3 Bylaws.** The Bylaws of Parent, as in effect immediately before the Effective Time, shall from and after the Effective Time, be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

**2.4 Directors and Officers of Surviving Corporation.**

(a) The present Board of Directors of Parent shall continue to serve as the Board of Directors of the Surviving Corporation until the next meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation

at the Effective Time of the Merger, the vacancy may be filled by the shareholders as provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Time of the Merger are officers of Parent shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of Subsidiary and the status of securities of Parent are as follows:

3.1 Subsidiary Stock. All issued and outstanding shares of Subsidiary Stock held by Parent immediately before the Effective Time shall, by virtue of the Merger and at the Effective Time, cease to exist and certificates representing such shares shall be canceled.

3.2 Parent Stock. The shareholders of Parent shall retain their shares of the capital stock of the Parent as shares of the Surviving Corporation and the same shall remain issued and outstanding.

4. Service of Process

The Surviving Corporation hereby consents to be sued and served with process in any proceeding in the State of Ohio, and does irrevocably appoint the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the Surviving Corporation any obligation of Subsidiary.

5. Miscellaneous

5.1 Termination. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Time of the Merger, if the Board of Directors of Subsidiary or of the Parent duly adopt a resolution abandoning this Agreement of Merger.

5.2 Counterparts. 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMALLOY INTERNATIONAL COMPANY

By: Robert A. Stefanko  
Robert A. Stefanko, Secretary

A. SCHULMAN, INC.

By: Robert A. Stefanko  
Robert A. Stefanko, Chairman

[326780.2]

**A. Schulman, Inc. (E.I.N. 34-0514850)**

**ComAlloy International Company (E.I.N. 62-1559690)**

**Statement Under Treas. Reg. §1.332-6(b)**

- (1) A certified copy of the plan for complete liquidation and the resolutions under which the plan was adopted and the liquidation was authorized.

See the following attached documents:

- Agreement and Plan of Merger
- Written Consent of Sole Shareholder approving Plan of Merger.

- (2) A list of all properties received upon the distribution, showing the cost or other basis of such properties to the liquidating corporation at the date of distribution and the fair market value of such properties on the date distributed.

- A. Schulman, Inc., the sole shareholder of ComAlloy International Company, received the assets described on the attached financial statements subject to the liabilities described in the financial statements.
- A. Schulman, Inc. basis in the property distributed in liquidation on February 1, 2000 was approximately \$ 1,562,399.
- The net fair market value of the property A. Schulman, Inc. received in the liquidating distribution on February 1, 2000 was approximately the net book value of ComAlloy International Company.

- (3) A statement of any indebtedness of the liquidating corporation to the recipient corporation on the date the plan of liquidation was adopted and on the date of the first liquidating distribution. If any such indebtedness was acquired at less than face value, the cost thereof to the recipient corporation must also be shown.

See enclosed financial statements.

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**REEL: 003776 FRAME: 0830**

**A. Schulman, Inc. (E.I.N. 34-0514850)**

**ComAlloy International Company (E.I.N. 62-1559690)**

**Statement Under Treas. Reg. §1.332-6(b)**

- (4) A statement as to its ownership of all classes of stock of the liquidating corporation (showing as to each class the number of shares and percentage owned and the voting power of each share) as of the date of the adoption of the plan of liquidation and at all times since, to and including the date of distribution in liquidation. The cost or other basis of such stock and the date or dates on which purchased must also be shown.

Effective February 1, 2000, ComAlloy International Company was deemed liquidated into A. Schulman, Inc. At that date, A. Schulman, Inc. held 100 common share of ComAlloy International Company, representing 100% of both voting power and value. ComAlloy International Company had no other shares or classes of stock outstanding. On February 1, 2000, ComAlloy International Company was liquidated and the ComAlloy International Company shares outstanding were cancelled in liquidation. ComAlloy International Company did not issue any shares on or after February 1, 2000. The 100 common shares had a cost base of \$ 1,000.00. ComAlloy International Company was formed on February 17, 1994.

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**REEL: 003776 FRAME: 0831**

A. Schulman, Inc. (E.I.N. 34-0514850)

ComAlloy International Company (E.I.N. 62-1559690)

Statement Under Treas. Reg. §1.332-6(b)

DECLARATION

Under penalties of perjury, I declare that I have examined this statement and to the best of my knowledge and belief, the statement shows in full the purpose of the liquidation and states in detail all transactions incident or pursuant to the plan of liquidation. To the best of my knowledge and belief all facts presented in this notice are true, correct and complete.

R.A. Stefanko

Signature  
R.A. STEFANKO

EXEC. VICE PRES.

Print Name and Title

5/15/01

Date