

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everbrite, Inc.		12/30/2002	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Everbrite, LLC		
Street Address:	4949 S. 110th Street		
City:	Greenfield		
State/Country:	WISCONSIN		
Postal Code:	53220		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2574808	EVERBRITE	
CORRESPONDENCE DATA			
Fax Number:	(414)277-0656		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	414.271.6560		
Email:	mkeipdocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202-4108		
ATTORNEY DOCKET NUMBER:	031009-9057-00		
NAME OF SUBMITTER:	Jodi Anderson		
Signature:	/jodi anderson/		

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Date:

05/29/2008

**Total Attachments: 6**

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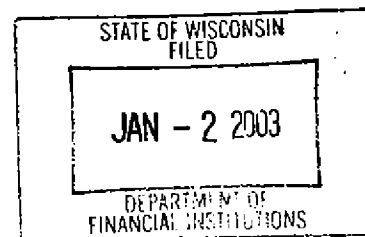
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WISCONSIN  
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**ARTICLES OF MERGER  
MERGING  
EVERBRITE, INC.  
(a Wisconsin corporation)  
INTO  
EVERBRITE, LLC  
(a Wisconsin limited liability company)**



These Articles of Merger are executed by the undersigned party pursuant to Sections 180.1105 and 183.1204 of the Wisconsin Statutes:

**ARTICLE I**

The Plan and Agreement of Merger is attached hereto as Exhibit A.

**ARTICLE II**

Everbrite, LLC, a Wisconsin limited liability company, will be the surviving company.

**ARTICLE III**

The management of the surviving company will be vested in the Board of Managers.

**ARTICLE IV**

This merger was approved pursuant to Sections 180.1103 and 183.1202 of the Wisconsin Statutes.


**ARTICLE V**

The effective date and time of the Merger (the "Effective Time") shall be 11:59 P.M. on December 31, 2002.

**[Signature Page Follows]**

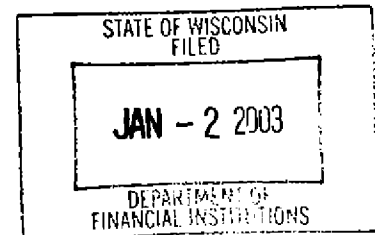
IN WITNESS WHEREOF, the undersigned authorized manager of Everbrite, LLC has executed these Articles of Merger as of the 30<sup>th</sup> day of December, 2002.

**EVERBRITE, LLC**

By:   
William J. Fritz, ~~President~~ Manager

This document was drafted by and is returnable to:

**Jasna B. Dolgov  
Michael Best & Friedrich LLP  
100 East Wisconsin Avenue  
Suite 3300  
Milwaukee, Wisconsin 53202-4108  
(414) 271-6560**



### PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is made and entered into effective the 30<sup>th</sup> day of December, 2002, by and between Everbrite, LLC, a Wisconsin limited liability company ("Acquisition"), and Everbrite, Inc., a Wisconsin corporation ("Target").

### RECITALS

**WHEREAS**, Acquisition is a single member limited liability company duly organized and existing under the laws of the State of Wisconsin;

**WHEREAS**, Target is a corporation duly organized and existing under the laws of the State of Wisconsin;

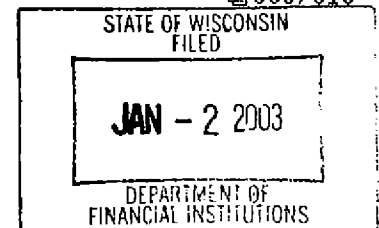
**WHEREAS**, Everbrite Investment Company, a Wisconsin corporation, organized Acquisition in connection with this Agreement and is the single member of Acquisition ("Single Member");

**WHEREAS**, the Board of Managers and Single Member of Acquisition have determined that it is advisable and generally to the advantage and welfare of Acquisition and its Single Member, that Target be merged with and into Acquisition on the terms and conditions hereinafter set forth;

**WHEREAS**, the Board of Directors and shareholders of Target have determined that it is advisable and generally to the advantage and welfare of Target and its shareholders, that Target be merged with and into Acquisition on the terms and conditions hereinafter set forth; and

**WHEREAS**, the Board of Directors and the shareholders of Single Member have determined that it is advisable and generally to the advantage and welfare of Single Member and its shareholders, that Target be merged with and into Acquisition on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, Acquisition and Target, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of the State of Wisconsin hereby agree as follows:



## AGREEMENT

1. Merger. At the Effective Time (as hereinafter defined) Target will be merged with and into Acquisition (hereinafter sometimes referred to as "Surviving Company") in accordance with Chapter 180, Subchapter XI, and Chapter 183, Subchapter XII, of the Wisconsin Statutes (the "Merger"). All of the following shall occur upon the Effective Time:

(a) Target and Acquisition become a single entity, the separate existence of Target ceases, and the existence of Acquisition as Surviving Company continues unaffected and unimpaired by the Merger;

(b) the rights, privileges, immunities and powers, along with the title to all property and all debts (including contributions) owned by or belonging to Target and Acquisition (the "Constituent Companies") shall become vested in Surviving Company without reversion or impairment; and

(c) any civil, criminal, administrative or investigatory proceeding pending against either Constituent Company shall be continued as if the Merger did not occur, and the Surviving Company shall be substituted in any such proceeding for Acquisition.

If at any time after the Effective Time, Surviving Company shall deem it appropriate that any assignments or assurances should be made to vest, perfect or confirm of record in Surviving Company the title to any property or right of Acquisition acquired by Surviving Company as a result of the Merger, the Board of Managers and the Single Member of Surviving Company, in the name of Acquisition or otherwise, may take and do any action necessary or desirable to vest, perfect or confirm title to such property and rights in Surviving Company and otherwise to carry out the purposes of the Merger.

## 2. Articles of Organization and Operating Agreement.

(a) The Articles of Organization of Acquisition, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Articles of Organization of Surviving Company following the Effective Time until changed or amended.

(b) The Operating Agreement of Acquisition, as in effect immediately prior to the Effective Time shall continue in full force and effect as the Operating Agreement of Surviving Company following the Effective Time until changed or amended.

3. Managers. The Board of Managers of Acquisition immediately prior to the Effective Time shall be the Board of Managers of Surviving Company, the members of the Board of Managers to hold office in accordance with the Operating Agreement.

4. Conversion of Ownership Interest. The manner of converting the ownership interests of Acquisition and Target shall be as follows:

(a) The Merger shall not effect a change in any of the ownership interests, however defined, in Acquisition and none of such ownership interests shall be exchanged or converted as a result of the Merger.

(b) Each voting share of common stock of Target prior to the Effective Time (other than shares of common stock the holders of which have taken the steps to perfect dissenters' rights, which shares shall not be converted as described in this Section 4(b) but instead shall have the rights under the Wisconsin Business Corporation Law) shall be converted into the right to receive 1/166.72 Class A voting common stock of Single Member. Each share of non-voting common stock of Target prior to the Effective Time (other than shares of common stock the holders of which have taken the steps to perfect dissenters' rights, which shares shall not be converted as described in this Section 4(b) but instead shall have the rights under the Wisconsin Business Corporation Law) shall be converted into the right to receive 1/166.72 Class B non-voting common stock of Single Member.

(c) The shares of common stock, whether voting or non-voting, held by Target shareholder who shall have taken all action prior to and following the Effective Time necessary to object to the Merger and permit such Target shareholder to pursue dissenters' rights under Sections 180.1302 of the Wisconsin Statutes shall not be converted into shares of common stock of Single Member as provided in Section 4(b) hereof, but such objecting shareholder shall be entitled to receive, in complete redemption of his, her or its Target shares, only the fair value of such shareholder's Target shares; provided, however, that if any Target shareholder objecting to the Merger shall fail to comply with the procedures provided in Sections 180.1301 to 180.1331 of the Wisconsin Statutes or otherwise fail to establish his, her or its right to be paid for such Target shares as provided by the Wisconsin Statutes, the shares of such shareholder shall thereupon be deemed to have been converted as of the Effective Time in the same manner as provided in Section 4(b) hereof.

5. Effective Time. The effective date and time of the Merger (the "Effective Time") shall be 11:59 P.M. on December 31, 2002.


6. Articles of Merger. The appropriate officers of Surviving Company shall prepare and execute Articles of Merger as required by the Wisconsin Business Corporation Law and shall file such Articles of Merger with the Wisconsin Department of Financial Institutions. Such appropriate officers are further authorized to do any and all other things necessary to effectuate the Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Plan and Agreement of Merger as of the date first above written.

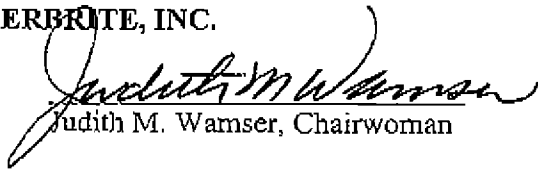
EVERBRITE, LLC

By:

  
William J. Fritz, ~~President~~ Manager

EVERBRITE, INC.

By:

  
Judith M. Wamser, Chairwoman

