

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/28/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cardinal Brands, Inc.		12/28/2007	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	CB Holdings, Inc.
Street Address:	643 Massachusetts Street, Suite 200
City:	Lawrence
State/Country:	KANSAS
Postal Code:	66044
Entity Type:	CORPORATION: MISSOURI

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	77148296	FILE CABINET POCKETS
Serial Number:	77148316	FILE DRAWER POCKETS

**CORRESPONDENCE DATA**

Fax Number: (312)425-3909  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-425-8514  
 Email: chitm@nixonpeabody.com  
 Correspondent Name: Janet M. Garetto  
 Address Line 1: 161 N. Clark Street, 48th Floor  
 Address Line 2: Nixon Peabody LLP  
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	247083-511US
NAME OF SUBMITTER:	Janet M. Garetto

CH \$65.00 77148296

Signature:	/Janet M. Garetto/
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Date:	09/09/2008
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Total Attachments: 13  
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# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

## CERTIFICATE OF MERGER MISSOURI ENTITY SURVIVING

WHEREAS, Articles of Merger of the following entities:

**CARDINAL BRANDS, INC. -- F00347378**

**INTO:**

**CB HOLDINGS, INC. -- 00472366**

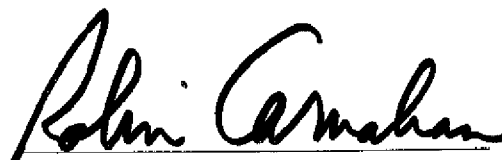
Organized and existing under laws of Missouri and Nevada have been received, found to conform to law, and filed.

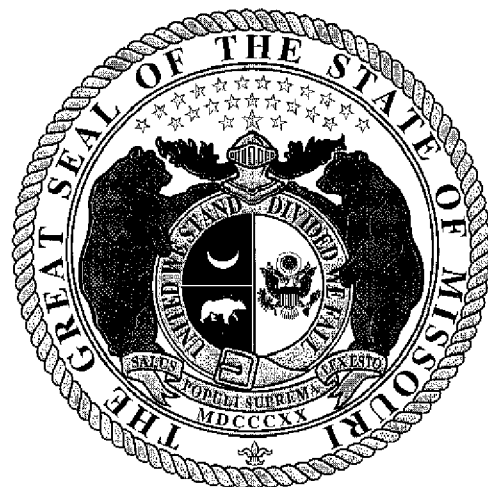
NOW, THEREOF, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforementioned entities is effected, with

**CB HOLDINGS, INC. -- 00472366**

as the surviving entity.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
28th day of December, 2007.

  
Secretary of State



TRADEMARK

REEL: 003849 FRAME: 0259

ARTICLES OF MERGER  
OF  
CARDINAL BRANDS, INC.  
WITH AND INTO  
CB HOLDINGS, INC.  
UNDER SECTION 351.447 OF THE  
GENERAL AND BUSINESS CORPORATION LAW

December 28, 2007

Pursuant to the provisions of Section 351.447 of The General and Business Corporation Law of Missouri, the undersigned corporations certify the following information relating to the merger of Cardinal Brands, Inc., a Nevada corporation, with and into CB Holdings, Inc., a Missouri corporation (the "Merger");

1. The constituent corporations are:

<u>Name</u>	<u>State of Incorporation</u>
Cardinal Brands, Inc.	Nevada
CB Holdings, Inc.	Missouri

2. The Agreement and Plan of Merger, dated as of December 28, 2007 (the "Merger Agreement"), between Cardinal Brands Inc. and CB Holdings, Inc. has been adopted by CB Holdings, Inc. pursuant to Section 351.447 of the General and Business Corporation Law of the State of Missouri and adopted by Cardinal Brands, Inc. pursuant to the laws of Nevada. The Board of Directors of Cardinal Brands, Inc. by unanimous written consent, dated December 28, 2007, has approved the Merger Agreement. The Board of Directors of CB Holdings, Inc. by unanimous written consent, dated December 28, 2007, has approved the Merger Agreement. A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any shareholder of any constituent corporation.
3. The resolutions of the Board of Directors of CB Holdings, Inc. approving the Merger Agreement are as follows:

RESOLVED, that the Merger Agreement is hereby approved and adopted in accordance with and pursuant to Section 351.447 of the General and Business Corporation Law of Missouri.



FURTHER RESOLVED, that the officers of CB Holdings, Inc. are hereby authorized and directed to execute all documents, make all filings, provide all notices, obtain all consents and approvals and otherwise do all things necessary or required to effect the transactions contemplated hereby, including, without limitation, executing and filing Articles of Merger with the Secretary of State of the State of Missouri; and

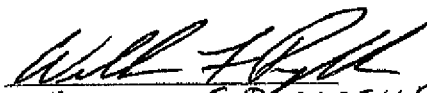
FURTHER RESOLVED, that all acts done by the directors and officers of CB Holdings, Inc. in furtherance of the merger approved and the resolutions adopted hereby, including, without limitation, the execution and filing with the Secretary of State of the State of Missouri by the officers of CB Holdings, Inc. of all required documents, including, without limitation, Articles of Merger are hereby approved, confirmed and ratified.

4. At the time of the adoption of the resolutions above referred to, and at the present time, one hundred percent (100%), of the outstanding shares of Cardinal Brands, Inc. were and are wholly owned by CB Holdings, Inc. The parent corporation, CB Holdings, Inc., is in compliance with the ninety percent (90%) ownership requirement of Section 351.447 of the General and Business Corporation Law of Missouri, and will maintain at least ninety percent (90%) ownership of Cardinal Brands, Inc. until the issuance of the Certificate of Merger by the Secretary of State of Missouri.
5. The name of the surviving corporation is CB Holdings, Inc.
6. The executed Merger Agreement is on file at the principal place of business of the surviving corporation, the address of which is 643 Massachusetts Street, Suite 200, Lawrence, KS 66044.
7. This Articles of Merger shall be effective upon filing with the Secretary of State of the State of Missouri.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be signed as of the day and year first above written.

CB HOLDINGS, INC.

By:   
Name: WILLIAM F. PAPARELLA  
Title: PRESIDENT

12-28-07

**AGREEMENT AND PLAN OF MERGER**

**Dated as of December 27, 2007**

**Between**

**Cardinal Brands, Inc., a Nevada corporation**

**and**

**CB Holdings, Inc., a Missouri corporation**

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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 27, 2007 (this "Agreement"), between Cardinal Brands, Inc., a Nevada corporation (the "Company"), and CB Holdings, Inc., a Missouri corporation ("Parent").

### PREAMBLE

WHEREAS, the Company is a Nevada corporation authorized to issue 250,000 shares of Common Stock, \$.01 par value per share ("Company Common Stock"), with 22,199.039 shares of Common Stock outstanding, all of which are held by Parent;

WHEREAS, Parent is a Missouri corporation authorized to issue 1,000 shares of Common Stock, \$.01 par value per share ("Parent Common Stock"), of which 1,000 shares are outstanding; and

WHEREAS, the Board of Directors of the Company has determined that it is advisable and in the best interests of the Company and its stockholder to effect the merger of the Company with and into Parent (the "Merger") pursuant to the terms and conditions of this Agreement and have directed that this Agreement be submitted to its stockholder for adoption;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among the parties as follows:

### ARTICLE I

#### DEFINITIONS

1.1. Definitions. In this Agreement, the following terms have the meanings set forth or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Closing" means the closing of the Merger in accordance with Article IV.

"Closing Date" has the meaning set forth in Section 4.1.

"Company" has the meaning set forth in the first paragraph of this Agreement.

"Company Common Stock" has the meaning set forth in the Preamble.

"MGBCL" means the Missouri General Business and Corporation Law, as amended.

"Merger" has the meaning set forth in the Preamble.

"Merger Effective Date" and "Merger Effective Time" have the respective meanings set forth in Section 4.2.

"NGCL" means the Nevada General Corporation Law, as amended.

"Parent" has the meaning set forth in the first paragraph of this Agreement.

"Parent Common Stock" has the meaning set forth in the Preamble.

"Surviving Corporation" has the meaning set forth in Section 2.1.

"Surviving Corporation Common Stock" has the meaning set forth in Section 3.1(a).

## ARTICLE II

### THE MERGER

2.1. Surviving Corporation. Subject to the terms and conditions contained herein and in accordance with the provisions of this Agreement, the MGBCL and the NGCL, at the Merger Effective Time, the Company shall be merged with and into Parent, which, as the corporation surviving in the Merger (the "Surviving Corporation"), shall succeed to all the assets and rights of Parent and the Company in accordance with the MGBCL and the NGCL and shall continue unaffected and unimpaired by the Merger to exist under and be governed by the laws of the State of Missouri. Upon the effectiveness of the Merger, the separate existence of the Company shall cease except to the extent provided by law in the case of a corporation after its merger into another corporation.

2.2. Effects of the Merger. The Merger shall have the effects set forth in the MGBCL and the NGCL.

2.3. Articles of Incorporation, By-Laws, Directors and Officers. The Articles of Incorporation and By-Laws of Parent, as in effect immediately prior to the Merger Effective Time, shall continue in full force and effect as the Articles of Incorporation and By-Laws of the Surviving Corporation. The directors of Parent immediately prior to the Merger Effective Time

shall be the initial directors of the Surviving Corporation, who shall serve until their respective successors are duly elected and qualified. The officers of Parent immediately prior to the Merger Effective Time shall be the initial officers of the Surviving Corporation who shall serve until their respective successors are duly elected and qualified.

2.4. Further Assurances. From time to time after the Merger Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Parent, the Company or otherwise, such deeds and other instruments and to take or cause to be taken such further or other action as shall be necessary or desirable in order to vest or perfect in or to confirm, of record or otherwise, in the Surviving Corporation title to, and possession of, all of the property, rights, privileges, powers, immunities and franchises of Parent and the Company and otherwise carry out the purposes of this Agreement.

### ARTICLE III

#### CONVERSION OF SHARES

3.1. Conversion Terms. As of the Merger Effective Time, by virtue of the Merger and without any action on the part of any director, officer or stockholder of the Company or Parent:

(a) Each share of Parent Common Stock issued and outstanding immediately prior to the Merger Effective Time shall remain issued and outstanding as a share of common stock, \$.01 par value per share, of the Surviving Corporation ("Surviving Corporation Common Stock"), having the rights and preferences set forth in the Surviving Corporation's Articles of Incorporation.

(b) Each share of Company Common Stock issued and outstanding immediately prior to the Merger Effective Time shall be automatically cancelled without payment of any consideration therefor and shall cease to exist and no capital stock of the Surviving Corporation, cash or other consideration shall be paid or delivered in exchange therefor.

### ARTICLE IV

#### CLOSING

4.1. Closing Date. The Closing of the Merger shall take place at 2:00 P.M., local time, on December 27, 2007 at the offices of Sidley Austin LLP, One South Dearborn St., Chicago, Illinois 60625, or such other date and time as agreed to by Parent and the Company. The date on which the Closing is actually held is hereinafter sometimes referred to as the "Closing Date."

4.2. Filing Certificate of Merger and Effectiveness. At the Closing the parties shall cause the Merger to be consummated by filing (i) Articles of Merger (which shall be in form and substance reasonably satisfactory to the parties hereto), executed and acknowledged in accordance with the laws of the State of Missouri, in the office of the Secretary of State of the State of Missouri and; (ii) Articles of Merger (which shall be in form and substance reasonably satisfactory to the parties hereto), executed and acknowledged in accordance with the laws of the

State of Nevada, in the office of the Secretary of State of the State of Nevada. The Merger shall become effective when any and all documents or instruments necessary to complete the Merger, pursuant to the requirements of the NGCL and the MGBCL, are accepted for filing by the appropriate office of the State of Nevada and the State of Missouri, respectively, or at such subsequent date or time as may be specified in those documents or instruments. The date and time on such date of effectiveness of the Merger are herein called, respectively, the "Merger Effective Date" and the "Merger Effective Time."

## ARTICLE V

### GENERAL PROVISIONS

**5.1. Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or four days after being mailed by registered or certified mail, return receipt requested, or one day after being sent by private overnight courier addressed as follows:

(a) If to the Company, to:

R.R. Donnelley & Sons Company  
111 South Wacker Drive  
Chicago, IL 60606  
Attention: General Counsel  
Facsimile: (312) 326-8594

(b) If to Parent, to:

R.R. Donnelley & Sons Company  
111 South Wacker Drive  
Chicago, IL 60606  
Attention: General Counsel  
Facsimile: (312) 326-8594

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

**5.2. Entire Agreement; Amendments.** This Agreement and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

**5.3. Interpretation.** Titles to articles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**5.4. Waivers.** Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

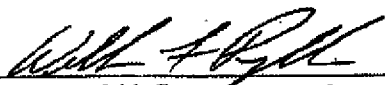
**5.5. Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

**5.6. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties.

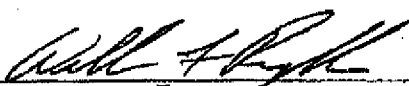
**5.7. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Missouri.

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

**CARDINAL BRANDS, INC.,**  
a Nevada corporation

By:   
Name: WILLIAM F. PAPARELLA  
Title: PRESIDENT

**CB HOLDINGS, INC.,**  
a Missouri corporation

By:   
Name: WILLIAM F. PAPARELLA  
Title: PRESIDENT

TAXATION BUREAU  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666

STATE OF MISSOURI  
Department of Revenue  
Telephone: (573) 751-9268  
Fax: (573) 522-1160  
E-mail: taxclearance@dor.mo.gov



## CERTIFICATE OF TAX CLEARANCE

CARDINAL BRANDS INC  
643 MASSACHUSETTS  
SUITE 200  
LAWRENCE KS 66044

DATE: DECEMBER 27, 2007

MISSOURI CORPORATION CHARTER NUMBER: F00347378

In response to the corporation's request, a review of the tax records has been completed. All taxes owed, including all liabilities owed as determined by the Division of Employment Security, pursuant to Chapter 288, RSMo, have been paid.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This Certificate of Tax Clearance must be presented to the Missouri Secretary of State's Office with any required paperwork and payment. For information concerning the Secretary of State's requirements, you may call their office at (573) 751-4153 or toll free at (866) 223-6535.

THIS CERTIFICATE REMAINS VALID FOR SIXTY (60) DAYS FROM THE ISSUANCE DATE. If you do not complete your transaction in sixty (60) days you must obtain a new Certificate of Tax Clearance. Additionally, a new Form 943, Request for Tax Clearance, may be required.

Sincerely,

A handwritten signature in cursive script that reads "Jim Brentlinger".

Jim Brentlinger  
Administrator

TM:DU0568

ENC.

CBN001  
200736100301305

RECORDED: 09/09/2008

TRADEMARK  
REEL: 003849 FRAME: 0271