

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Concurrent Merger and Change of Name

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Karcher Floor Care, Inc.		12/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Karcher North America, Inc.
<b>Street Address:</b>	5001-B South Zuni Street
<b>City:</b>	Littleton
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80120
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Serial Number:	77417871	SMART-SOURCE
Serial Number:	75110373	FLEX
Serial Number:	75150046	WAVE
Serial Number:	75651045	SENSOR
Serial Number:	75792080	STORMCHASER
Serial Number:	75918437	FILTER-OUT
Serial Number:	75922564	POWER BURST
Serial Number:	76180097	TECSERV
Serial Number:	76352718	HEAT WAVE
Serial Number:	76417308	SQUEEZE PLAY
Serial Number:	76451986	PROCHEM SYSTEM
Serial Number:	76493450	2 STEP
Serial Number:	76495984	EVEREST
Serial Number:	76511407	PEAK

CH \$1165.00 77417871

Serial Number:	76515566	LIQUID SLURRY
Serial Number:	76591691	WR
Serial Number:	76607967	APEX
Serial Number:	76615831	FLEXAMATIC
Serial Number:	78230195	STORM
Serial Number:	78241488	COMPASS
Serial Number:	78257678	COMPASSRINSE
Serial Number:	78257684	COMPASSSHINE
Serial Number:	78282466	NORTHWIND
Serial Number:	78359306	POWERDIRECT
Serial Number:	78380160	URINE RESCUE
Serial Number:	78384430	CHARIOT
Serial Number:	78398527	CENTURY 400
Serial Number:	78802430	AXIOM CLEAN
Serial Number:	72319730	PROFESSIONAL CHEMICALS
Serial Number:	73220514	PROCHEM
Serial Number:	73220515	PROCHEM
Serial Number:	73492221	DRI-MATIC
Serial Number:	73500654	ULTRAPAC
Serial Number:	73500661	DUO
Serial Number:	73561296	FLUOROSIL
Serial Number:	73591746	WINDSOR
Serial Number:	74176301	NINJA
Serial Number:	74324580	VERSAMATIC
Serial Number:	74429772	VALUESAFE
Serial Number:	74478980	WI
Serial Number:	74559544	DRY SLURRY
Serial Number:	74650687	FOURGUARD
Serial Number:	74682278	WINDSOR
Serial Number:	74731594	EXPERT
Serial Number:	75298949	SPOT PRO
Serial Number:	75331815	SENSEI

CORRESPONDENCE DATA

Fax Number: (303)863-0223

**TRADEMARK**  
**REEL: 003947 FRAME: 0429**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 303-863-9700  
Email: mtrudell@sheridanross.com, smiller@sheridanross.com  
Correspondent Name: Miriam D. Trudell  
Address Line 1: Sheridan Ross P.C.  
Address Line 2: 1560 Broadway, Suite 1200  
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	2651-2009-1
NAME OF SUBMITTER:	Sarah J. Miller
Signature:	/Sarah J. Miller/
Date:	03/06/2009

**Total Attachments: 9**

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# Delaware

PAGE 1

## The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

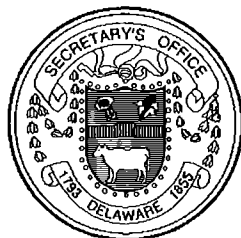
"KARCHER FLOOR CARE, INC.", A DELAWARE CORPORATION, WITH AND INTO "KARCHER RESIDENTIAL SOLUTIONS, INC." UNDER THE NAME OF "KARCHER NORTH AMERICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008, AT 1:07 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2009, AT 12:01 O'CLOCK A.M.

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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7123060

DATE: 02-06-09

TRADEMARK  
REEL: 003947 FRAME: 0431

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:07 PM 12/31/2008  
FILED 01:07 PM 12/31/2008  
SRV 081244289 - 0941776 FILE

## CERTIFICATE OF MERGER

OF

**KÄRCHER FLOOR CARE, INC.,**

(a Delaware corporation)

WITH AND INTO

**KÄRCHER RESIDENTIAL SOLUTIONS, INC.,**

(a Delaware corporation)

Pursuant to Title 8, Section 251 of the Delaware General Corporation Law, the undersigned hereby certify that:

1. The constituent entities participating in the merger herein certified (the "Merger") are:
  - (a) Kärcher Floor Care, Inc., which is a corporation incorporated under the laws of the State of Delaware; and
  - (b) Kärcher Residential Solutions, Inc., which is a corporation incorporated under the laws of the State of Delaware.
2. An Agreement and Plan of Merger (a copy of which is attached hereto as Exhibit A) has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with the provisions of Section 251 of the Delaware General Corporation Law.
3. The name of the corporation surviving the Merger (the "Surviving Corporation") is Kärcher Residential Solutions, Inc. Upon the effectiveness of the Merger, in accordance with the Agreement and Plan of Merger, the name of the Surviving Corporation shall be Kärcher North America, Inc. as more fully set forth in the following Paragraph 4.
4. The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation, *provided, however*, that the following amendment to such Certificate of Incorporation shall be effected by the Merger, namely that the first article thereof shall be struck out in its entirety and the following new first article shall be substituted in lieu of said article:

"FIRST. -- The name of the Corporation is Kärcher North America, Inc. (the "Corporation")."
5. The Merger is to become effective on January 1, 2009 at 12:01 AM Eastern Standard Time.

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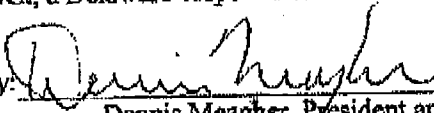
6. The executed Agreement and Plan of Merger among the aforesaid constituent entities is on file at the place of business of the aforesaid Surviving Corporation, the address of which is as follows:

5001-B South Zuni Street  
Littleton, Colorado 80120


7. A copy of the executed Agreement and Plan of Merger will be furnished by the aforesaid Surviving Corporation, on request, and without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed on this 31st day of December, 2008.

**KÄRCHER RESIDENTIAL SOLUTIONS, INC.**, a Delaware corporation

By:   
Dennis Meagher, President and Chief Executive Officer

**KÄRCHER FLOOR CARE, INC.**, a Delaware corporation

By:   
Dennis Meagher, President and Chief Executive Officer

## Exhibit A

**PLAN AND AGREEMENT OF MERGER**

OF

**KÄRCHER FLOOR CARE, INC.**  
(a Delaware corporation)

WITH AND INTO

**KÄRCHER RESIDENTIAL SOLUTIONS, INC.**  
(a Delaware corporation)

This Plan and Agreement of Merger (this "Agreement"), dated as of December 31, 2008 is entered into by and between Kärcher Floor Care, Inc., a Delaware corporation ("KFCI") and Kärcher Residential Solutions, Inc., a Delaware corporation ("KRS").

**BACKGROUND**

WHEREAS, KFCI is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, KRS is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, The Board of Directors of KFCI and the Board of Directors of KRS deem it desirable and in the best interests of their respective entities that KFCI be merged with and into KRS (the "Merger") upon the terms and conditions hereinafter set forth, all in accordance with the applicable provisions of the Delaware General Corporation Law (the "DGCL"); and

WHEREAS, The sole stockholder of KRS has approved the Merger; and

WHEREAS, The sole stockholder of KFCI has approved the Merger,

NOW THEREFORE, in consideration of the foregoing, and in further consideration of the promises and mutual covenants and agreements herein set forth, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The Merger.

1.1 At the Effective Time (as defined in Section 2) and subject to and upon the terms and conditions of this Agreement and the DGCL: (a) KFCI shall be merged with and into KRS; (b) the shares of capital stock of KFCI shall be cancelled without any conversion or exchange into shares of KRS or other consideration; (c) the separate existence of KFCI shall cease; and (d)

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KRS shall continue as the surviving corporation. As the surviving corporation after the Merger KRS is sometimes hereinafter referred to as the "Surviving Corporation."

1.2 Any duly elected and incumbent officer of KRS shall execute and file a Certificate of Merger with the Secretary of State of the State of Delaware.

2. Effective Time. The effective time of the Merger shall be 12:01 AM Eastern Standard Time on January 1, 2009 (the "Effective Time").

3. Effect of the Merger.

3.1 The Merger shall have the effects set forth in Section 251 of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of KFCI shall vest in the Surviving Corporation, and all debts, liabilities and duties of KFCI shall become the debts, liabilities and duties of the Surviving Corporation.

3.2 From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of KFCI such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by the Surviving Corporation the title to and possession of all of the properties, rights, privileges, powers and franchises of KFCI and otherwise to carry out the purposes of this Agreement, and the duly elected and incumbent officers of the Surviving Corporation are fully authorized in the name and on behalf of KFCI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments in connection therewith.

4. Certificate of Incorporation. The Certificate of Incorporation of KRS, as in effect immediately before the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation *provided, however*, that the following amendment to such Certificate of Incorporation shall be effected by the Merger, namely the first article thereof shall be struck out in its entirety and the following new first article shall be substituted in lieu of said article:

"FIRST. - The name of the Corporation is Kärcher North America, Inc. (the "Corporation")."

5. By-Laws and Directors and Officers.

5.1 The By-Laws of KRS, as in effect immediately before the Effective Time, shall be the By-Laws of the Surviving Corporation until thereafter amended as provided by the DGCL, the Certificate of Incorporation of the Surviving Corporation and such By-Laws.

5.2 The Board of Directors of KRS immediately before the Effective Time shall be the Board of Directors of the Surviving Corporation, and the officers of KRS in office immediately before the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their successors are duly elected or appointed. If, at the Effective Time, a

vacancy shall exist on the Board of Directors of the Surviving Corporation or in any office of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by the DGCL and the By-Laws of the Surviving Corporation.

6. Capital Stock. Each share of capital stock of KRS issued and outstanding immediately before the Effective Time shall remain issued and outstanding and shall be unaffected by the Merger.

7. Miscellaneous.

7.1 This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by either of KFCI or KRS.

7.2 This Agreement may be amended at any time prior to the Effective Time by an agreement in writing by KFCI and KRS.

7.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 This Agreement shall be interpreted in accordance with the substantive laws of the State of Delaware, without regard to conflicts of law principles.

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

**KÄRCHER FLOOR CARE, INC.**

By: 

Name: Dennis Meagher

Title: President and Chief Executive Officer

**KÄRCHER RESIDENTIAL SOLUTIONS, INC.**

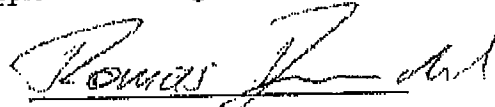
By: 

Name: Dennis Meagher

Title: President and Chief Executive Officer

The undersigned, Thomas Brendel, hereby certifies that he is the duly elected and incumbent Secretary of Kärcher Residential Solutions, Inc. (the "Company"), a Delaware corporation, and that he is authorized by the Company to execute and deliver this Certificate on behalf of the Company. Under such authority and in such capacity as Secretary of the Company, the undersigned further certifies as follows:

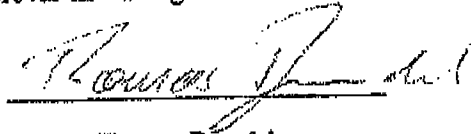
The Plan and Agreement of Merger to which this Certificate is attached has been adopted by a unanimous written action of the Company's Board of Directors pursuant to Sections 141(f) and 251(b) of the DGCL and with the approval in writing of its sole stockholder pursuant to Sections 228 and 251(c) of the DGCL.



Name: Thomas Brendel  
Secretary of Kärcher Residential Solutions, Inc.

The undersigned, Thomas Brendel, hereby certifies that he is the duly elected and incumbent Secretary of Kärcher Floor Care, Inc. (the "Company"), a Delaware corporation, and that he is authorized by the Company to execute and deliver this Certificate on behalf of the Company. Under such authority and in such capacity as Secretary of the Company, the undersigned further certifies as follows:

The Plan and Agreement of Merger to which this Certificate is attached has been adopted by a unanimous written action of the Company's Board of Directors pursuant to Sections 141(f) and 251(b) of the DGCL and with the approval in writing of its sole stockholder pursuant to Sections 228 and 251(c) of the DGCL.



Name: Thomas Brendel  
Secretary of Kärcher Floor Care, Inc.