

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RollSeal, Inc.		12/31/2004	CORPORATION: ALABAMA

**RECEIVING PARTY DATA**

Name:	Hired Hand Mfg., Incorporated
Street Address:	1733 County Board 68
City:	Bremen
State/Country:	ALABAMA
Postal Code:	35033
Entity Type:	CORPORATION: ALABAMA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2885725	HH HIRED-HAND GREEN

**CORRESPONDENCE DATA**

Fax Number: (205)488-5891  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 205-226-3404  
 Email: ppsmith@balch.com  
 Correspondent Name: Pamela Payne Smith  
 Address Line 1: 1901 Sixth Avenue North  
 Address Line 2: Suite 1500  
 Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Pamela Payne Smith
Signature:	/Pamela Payne Smith/
Date:	03/26/2009

OP \$40.00 2885725

**Total Attachments: 7**

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# 054-449	
Posted by: SW	Checked by: (Signature)

<del>FILED</del>	<del>EFFECTIVE</del>
DEC 30 2004	DEC 31 2004
TIME	TIME 11:59 P.M.
SECRETARY OF STATE	

**ARTICLES OF MERGER  
OF  
ROLLSEAL, INC.  
an Alabama corporation  
WITH AND INTO  
HIRED HAND MFG., INCORPORATED,  
an Alabama corporation**

Pursuant to the provisions of Section 10-2B-11.05, Code of Alabama, 1975, as amended, RollSeal, Inc., an Alabama corporation, ("RollSeal") and Hired Hand Mfg., Incorporated, an Alabama corporation, ("Hired Hand") hereby adopt the following Articles of Merger for the purpose of merging RollSeal with and into Hired Hand, which shall be the surviving corporation:

FIRST: Attached hereto as Exhibit A and incorporated herein by this reference is the Agreement and Plan of Merger ("Plan of Merger") which was approved by the Board of Directors and the shareholders of each of the merging corporations in the manner prescribed by the Alabama Business Corporation Act.

SECOND: As to each of the undersigned corporations, the number of shares outstanding and the total number of shares voted for and against such Plan of Merger, respectively are as follows:

<u>Name of Corporation</u>	<u>Shares Outstanding</u>	<u>Voted For</u>	<u>Voted Against</u>
RollSeal, Inc.	1,866,346	1,866,346	0
Hired Hand Mfg., Incorporated	931	931	0

The number of votes for the Merger is sufficient for approval of the Merger.

THIRD: The Articles of Incorporation of each of RollSeal and Hired Hand were filed in the Office of the Judge of Probate of Cullman County, Alabama.

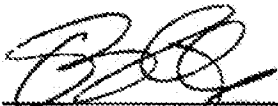
FOURTH: Hired Hand shall be the surviving corporation (the "Surviving Corporation").

FIFTH: These Articles of Merger and the merger pursuant thereto shall be effective as of December 31, 2004 at 11:59 p.m.

RECEIVED
DEC 30 2004
SECRETARY OF STATE

Dated as of December 29, 2004.

HIRED HAND MFG., INCORPORATED,  
an Alabama corporation

By:   
Name: TONY ORIDER  
Title: VICE-PRESIDENT

**AGREEMENT AND PLAN OF MERGER  
OF  
ROLLSEAL, INC.,  
an Alabama corporation  
INTO  
HIRED HAND MFG., INCORPORATED,  
an Alabama corporation**

This Agreement and Plan of Merger, dated December 29, 2004 (the "Agreement") between RollSeal, Inc., an Alabama corporation ("RollSeal"), and Hired Hand Mfg., Incorporated, an Alabama corporation ("Hired Hand"), said two corporations being herein sometimes collectively referred to as "Constituent Corporations".

WITNESSETH:

WHEREAS, RollSeal is a corporation duly organized and existing under the laws of the State of Alabama, having been incorporated on June 4, 1996;

WHEREAS, Hired Hand is a corporation duly organized and existing under the laws of the State of Alabama, having been incorporated on December 22, 1978; and

WHEREAS, the Board of Directors and the shareholders of each of the Constituent Corporations hereto deem it desirable and have approved, upon the terms and subject to the conditions stated herein, that RollSeal shall be merged with and into Hired Hand and that Hired Hand be the surviving corporation (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants and agreement and provisions hereinafter contained, RollSeal and Hired Hand hereby make, adopt and approve this Agreement and prescribe the terms and conditions of the Merger and the mode of carrying the same into effect, as follows:

**I. TERMS AND CONDITIONS**

1.1 **Merger.** RollSeal shall be merged with and into Hired Hand on the Effective Date (as hereinafter defined). Hired Hand shall be the surviving corporation and shall be governed by the laws of the State of Alabama. The separate existence of RollSeal shall cease as soon as the Merger shall become effective, and thereupon RollSeal and Hired Hand shall be a single corporation (herein the "Surviving Corporation" whenever reference is made to it as of the Effective Date or thereafter).

1.2 **Effective Time of the Merger.** Subject to the terms and conditions of this Plan of Merger, and upon satisfaction of all legal requirements, the Merger shall be effective as of December 31, 2004 at 11:59 p.m. ("Effective Time").

1.3 **Effect of the Merger.** The Merger shall have the effect provided in Section 10-2B-11.06 of the Act.

## II. CHARTER AMENDMENTS DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Articles of Incorporation.** From and after the Effective Time, the Articles of Incorporation of Hired Hand as in effect on the Effective Time shall continue to be the Articles of Incorporation of the Surviving Corporation.

2.2 **Bylaws.** From and after the Effective Time, the By-Laws of Hired Hand as in effect on the Effective Time shall continue to be the By-Laws of the Surviving Corporation.

2.3 **Directors.** The persons set forth below shall serve as the directors of the Surviving Corporation on and after the Effective Time and shall serve until their successors are elected and qualified:

Shawn Jeffrey Crider  
Brett Landon Crider  
Anthony Scott Crider  
Anthony L. Ellard

2.4 **Officers.** The persons set forth below shall serve as the officers of the Surviving Corporation in the offices set forth by their names on the Effective Time and shall serve until their successors are elected and qualified:

Shawn Jeffrey Crider	President
Anthony Scott Crider	Vice President
Chris Arnold	Vice President of Finance
Bobby Joe Parker	Vice President of Sales & Marketing
Brett Landon Crider	Secretary, Treasurer

## III. CAPITAL STOCK

3.1 **Hired Hand Shares.** At the Effective Time, each share of capital stock of Hired Hand outstanding immediately prior to the Effective Time shall remain outstanding and shall not be converted into any security or otherwise converted as a result of the Merger. The certificates for such shares shall not be surrendered or in any way modified by reason of the effectiveness of the Merger.

3.2 **RollSeal Shares.** At the Effective Time, each share of common stock of RollSeal issued and outstanding immediately before the Effective Time shall, by virtue of the Merger, be converted into, and shall represent the right to receive, upon surrender of the certificate representing such RollSeal shares, shares of common stock of Hired Hand

at a ratio of 1 share of common stock of Hired Hand for every 3,703.1351 shares of common stock of RollSeal (e.g., 3,703.1351 shares of RollSeal shall be converted into one (1) share of Hired Hand). On and after the Effective Time, all outstanding certificates which prior to that time represented shares of RollSeal common stock automatically shall become and be deemed for all purposes to evidence ownership of and to represent the number of shares of Hired Hand common stock into which the shares of RollSeal represented by such certificates have been converted as herein provided and shall be so registered on the books and records of Hired Hand. The limitations upon transfer noted on such certificates shall remain in full force and effect. The registered owner of any such outstanding stock certificates shall have and be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of Hired Hand common stock evidenced by any such outstanding certificate as above provided.

**3.3 Exchange of RollSeal Certificates.** At the Effective Time or promptly after the Effective Time, each person who was, at the Effective Time, a holder of any capital stock of RollSeal shall surrender to the Surviving Corporation the certificate or certificates representing such RollSeal common stock, duly endorsed for transfer in blank or accompanied by a separate stock power and such other documents as may be reasonably requested by the Surviving Corporation. Upon surrender of the foregoing, the Surviving Corporation shall promptly issue to the named holder of such RollSeal common stock a certificate representing the requisite number of shares of Hired Hand common stock as provided in Section 3.2 above.

**3.4 RollSeal Certificates.** Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented RollSeal common stock shall be deemed upon the Effective Time for all purposes to represent the number of shares of Hired Hand common stock as provided in this Article III. With respect to any such certificate, agreement or other instrument that has been lost or destroyed, the Surviving Corporation shall issue certificates representing the requisite number of shares of Hired Hand common stock attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the RollSeal common stock represented thereby.

**3.5 Fractional Shares.** Fractional shares of Hired Hand common stock will be issued in connection with the Merger.

#### **IV. AMENDMENT AND TERMINATION**

**4.1 Amendment.** At any time prior to the time that the Articles of Merger become effective, RollSeal and Hired Hand, by mutual consent of their respective Boards of Directors and to the extent permitted by law, may amend, modify, and supplement this Agreement in such manner as may be mutually agreed upon by them in writing at any time before or after adoption by the shareholders of each of the Constituent Corporations.

4.2 **Termination of Agreement.** At any time prior to the time that the Articles of Merger become effective, this Agreement may be terminated or abandoned by the Boards of Directors of either of the Constituent Corporations, notwithstanding favorable action on the merger by the shareholders of either or both of the Constituent Corporations. Upon termination, this Agreement shall be void and of no further force and effect, and there shall be no liability for such termination on the part of any party hereto, or the directors or officers of any of them.

#### V. MISCELLANEOUS

**Binding Effect; Governing Law.** This Plan of Merger shall be binding upon and inure to the benefit of the successors and assigns of each party hereto, and shall be governed by and construed in accordance with the laws of the State of Alabama.



IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders, have caused this Agreement to be executed as of the day and year first above written.

**ROLLSEAL, INC.,**  
an Alabama corporation

By: 

Name: TONY CRIDER

Title: SECRETARY

**HIRED HAND MFG,**  
**INCORPORATED,**  
an Alabama corporation

By: 

Name: Brett Crider

Title: Treasurer