

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/11/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPM Industries, Inc.		09/11/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	RPM Industries, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2065064	PROTECTION FROM THE START	
Registration Number:	3349044	GET ON BOARD	
Serial Number:	76665162	MULTIVAC	
CORRESPONDENCE DATA			
Fax Number:	(412)355-6501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-355-6500		
Email:	trademarks@klgates.com		
Correspondent Name:	George D. Dickos		
Address Line 1:	Henry W. Oliver Building		
Address Line 2:	535 Smithfield Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-2312		
ATTORNEY DOCKET NUMBER:	060001/96122/060417		

CH \$90.00 2065064

NAME OF SUBMITTER:	George D. Dickos
Signature:	/George D. Dickos/
Date:	05/26/2009
Total Attachments: 8 source=RPM_Industries_LLC_Agreement_and_Plan_of_Merger_Docs#page1.tif source=RPM_Industries_LLC_Agreement_and_Plan_of_Merger_Docs#page2.tif source=RPM_Industries_LLC_Agreement_and_Plan_of_Merger_Docs#page3.tif source=RPM_Industries_LLC_Agreement_and_Plan_of_Merger_Docs#page4.tif source=RPM_Industries_LLC_Agreement_and_Plan_of_Merger_Docs#page5.tif source=RPM_Industries_LLC_Cert_of_Formation_Consent_to_Use_Name#page1.tif source=RPM_Industries_LLC_Cert_of_Formation_Consent_to_Use_Name#page2.tif source=RPM_Industries_LLC_Cert_of_Formation_Consent_to_Use_Name#page3.tif	

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"RPM INDUSTRIES, INC.", A DELAWARE CORPORATION,

WITH AND INTO "RPM INDUSTRIES, LLC" UNDER THE NAME OF "RPM INDUSTRIES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE ELEVENTH DAY OF SEPTEMBER, A.D. 2008, AT 4:02 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4585683 8100M

080946791



You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6845612

DATE: 09-11-08

TRADEMARK
REEL: 003993 FRAME: 0050

**AGREEMENT AND PLAN OF MERGER
OF
RPM INDUSTRIES, LLC
(a Delaware limited liability company)
AND
RPM INDUSTRIES, INC.
(a Delaware corporation)**

11th **THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") entered into this day of September 2008 between RPM Industries, LLC, a Delaware limited liability company ("Acquisition Co."), and RPM Industries, Inc., a Delaware corporation ("RPM"),

WITNESSETH:

WHEREAS, § 264(a) of the Delaware General Corporation Law, as amended (the "GCL"), permits the merger of a Delaware corporation and a Delaware limited liability company;

WHEREAS, Acquisition Co. is formed under the laws of Delaware, and RPM is incorporated under the laws of Delaware;

WHEREAS, in accordance with § 251(b) and § 141(f) of the GCL, the Board of Directors of RPM has approved, adopted, and confirmed the execution and delivery of this Agreement and the consummation of Acquisition Co. and RPM will be merged with and into a single limited liability company, to wit, Acquisition Co., which will be the surviving entity from and after the Effective Time of the Merger (the "Merger") pursuant to a duly executed unanimous written consent and have furthermore submitted this Agreement and the Merger to RPM's stockholders for consideration;

WHEREAS, in accordance with § 251(c) of the GCL, the stockholders of RPM have approved, adopted, and confirmed the execution and delivery of this Agreement and the consummation of the Merger;

WHEREAS, in accordance with § 18-209 of the Delaware Limited Liability Company Act (the "LLC Act"), the Merger has been approved by a unanimous written consent of the members of the Company;

WHEREAS, the Merger and the execution and delivery of this Agreement have been approved, adopted and confirmed on behalf of Acquisition Co. in accordance with the applicable requirements of its operating agreement (the "Operating Agreement"); and

WHEREAS, this Agreement meets the requirements of § 264(b) of the GCL and § 18-209(c) and (e) of the LLC Act for a written agreement of merger between a Delaware corporation and a Delaware limited liability company.

NOW, THEREFORE, in consideration of the promises and of the mutual agreement of the parties hereto, this Agreement and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein, are hereby determined and agreed upon as hereinafter set forth.

1. Merger of Acquisition Co. and RPM. Acquisition Co. and RPM will be merged with and into a single limited liability company, to wit, Acquisition Co., which will be the surviving entity from and after the Effective Time of the Merger (as defined in Section 2 hereof below), and which is sometimes hereinafter referred to as the "Surviving Entity," and which will continue to exist as said Surviving Entity under its present name pursuant to the provisions of the GCL. The separate existence of RPM will cease at the Effective Time of the Merger.
2. Effective Time of the Merger. The Surviving Entity will file either this Agreement or a certificate of merger meeting the requirements of § 264 (c)(1) - (7) of the GCL (each, a "Merger Document") with the Secretary of State of Delaware as required by § 264(c) of the GCL and in accordance with the procedures stated in § 103 of the GCL. The Merger will become effective immediately upon the filing of a Merger Document with the Secretary of State of Delaware (the "Effective Time of the Merger").
3. Certificate of Formation; Operating Agreement. The Certificate of Formation and the Operating Agreement of Acquisition Co. as in effect immediately prior to the Effective Time of the Merger will be the Certificate of Formation and the Operating Agreement of the Surviving Entity from and after the Effective Time of the Merger, and the Articles of Incorporation and By-Laws of RPM will be of no further force and effect. Copies of the Certificate of Formation and the Operating Agreement of the Surviving Entity will be held at the Surviving Entity's principal offices and available for review upon a written request from any member of the Surviving Entity.
4. Managers and Officers. The Managers of Acquisition Co. immediately prior to the Effective Time of the Merger will become the Managers of the Surviving Entity from and after the Effective Time of the Merger, to hold such office until the next annual meeting of the Members or until their earlier resignation or removal. The officers of Acquisition Co. immediately prior to the Effective Time of the Merger will become the officers of the Surviving Entity from and after the Effective Time of the Merger, to hold such offices at the pleasure of the Board of Managers of the Surviving Entity. The directors and officers of RPM effectively will be terminated at the Effective Time of the Merger with no further action required by any party.
5. Cancellation and Conversion of Shares of Acquisition Co. and RPM. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of any other party, each share of the Series A Convertible Preferred Stock and Series B Convertible Preferred Stock of RPM (all of which are held by Acquisition Co.) will be cancelled, and no consideration will be delivered in exchange therefor; each Common Share of Acquisition Co. will remain issued and outstanding; each Series A Convertible Preferred Share of Acquisition Co. will remain issued and outstanding; each share of Common Stock of RPM held by Acquisition Co. will be cancelled, and no consideration will be delivered in exchange therefor; and each share of Common Stock of RPM held by any person or entity other than Acquisition Co. will be converted into the right to receive one Common Share of Acquisition Co. upon the

tendering to Acquisition Co. of the issued and outstanding certificates for such shares of Common Stock of RPM together with powers of attorney in a form reasonably satisfactory to Acquisition Co. for the transfer of such shares on the books of RPM.

6. Effects of Merger. If this Agreement will have been fully approved and adopted upon behalf of each of Acquisition Co. and RPM in accordance with the requirements of the GCL, the parties hereto agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Delaware and that they will cause to be performed all necessary acts within the State of Delaware to effectuate the Merger provided for herein. The Merger will have the effects provided for by the applicable sections of the GCL, including, without limitation, § 259 of the GCL and § 18-209(g) of the LLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, (a) all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including, without limitation, subscriptions to shares, and all and every other interest of or belonging to or due to Acquisition Co. or RPM will be taken and deemed to be transferred to, and vested in, the Surviving Entity without any further act or deed; and all property, rights and privileges, immunities, powers and franchises and all and every other interest will be thereafter as effectively the property of the Surviving Entity as they were of Acquisition Co. and RPM, respectively; and (b) all debts, liabilities, duties and obligations of Acquisition Co. and RPM will become the debts, liabilities, duties and obligations of the Surviving Entity and the Surviving Entity will thenceforth be responsible and liable for all of the debts, liabilities, duties and obligations of Acquisition Co. and RPM and neither the rights of creditors nor any liens upon the property of Acquisition Co. or RPM will be impaired by the Merger, and they may be enforced against the Surviving Entity.

7. Authorization. The Board of Managers and proper officers of the Surviving Entity are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents that will be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger herein provided for.

8. Counterparts. This Agreement may be executed and delivered (including, without limitation, by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

9. Miscellaneous. A copy of this Agreement will be provided by the Surviving Entity upon request and without cost to any member of the Surviving Entity or any stockholder of Acquisition Co. An executed original of this Agreement is on file at the principal place of business of the Company, which is located at 55 Hickory Street, Suite 109, Washington, Pennsylvania 15301.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the day and year first written above.

RPM INDUSTRIES, LLC

By: _____
Name: ~~John K. Apostolides~~
Title: President and CEO

RPM INDUSTRIES, INC.

By: _____
Name: ~~John K. Apostolides~~
Title: ~~President and CEO~~

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "RPM INDUSTRIES, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTH DAY OF AUGUST, A.D. 2008, AT 4:55 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "RPM INDUSTRIES, LLC".

4585683 8100H

080894687

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6808627

DATE: 08-22-08

TRADEMARK
REEL: 003993 FRAME: 0055

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:55 PM 08/07/2008
FILED 04:55 PM 08/07/2008
SRV 080856098 - 4585683 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is RPM Industries, LLC

Second: The address of its registered office in the State of Delaware is 1209
Orange Street in the City of Wilmington.
Zip code 19801. The name of its Registered agent at such address is
The Corporation Trust Company

Third: (Use this paragraph only if the company is to have a specific effective date of
dissolution: "The latest date on which the limited liability company is to dissolve is
_____".)

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
6th day of August, 2008.

By 
Authorized Person(s)

Name: Alison M. Fetzer

RPM INDUSTRIES, INCORPORATED

55 HICKORY STREET

SUITE 109

WASHINGTON, PA 15301

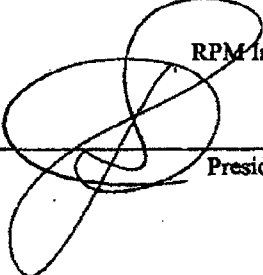
800-255-2250/724-228-5130

FACSIMILE NUMBER 724-228-3548

CONSENT TO USE OF NAME

RPM Industries, Inc., a corporation organized under the laws of the State of Delaware, hereby consents to the formation of RPM Industries, LLC in the State of Delaware.

IN WITNESS WHEREOF, the said corporation has caused this consent to be executed by its President and CEO this 6th day of August 2008.

By  _____
RPM Industries, Inc.
President and CEO

*Any authorized officer may execute this consent.

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