

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 06/30/2004 | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | Fragomen and Associates, P.C. | | 06/10/2004 |
| | | | Entity Type |
| | | | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Fragomen, Del Rey, Bernsen & Loewy, LLC | | |
| Street Address: | 515 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 2906599 | FRAGOMEN |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)575-0671 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-790-9200 | | |
| Email: | trademark@cll.com, gta@cll.com | | |
| Correspondent Name: | Joel Kami Schmidt | | |
| Address Line 1: | 1133 Avenue of the Americas | | |
| Address Line 2: | Cowan, Liebowitz & Latman, P.C. | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 25439.001.JKS.GA | | |
| NAME OF SUBMITTER: | Joel Kami Schmidt | | |
| Signature: | /Joel Kami Schmidt/ | | |

OP \$40.00 2906599

Date:

09/29/2009

Total Attachments: 9

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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: FRAGOMEN AND ASSOCIATES, P.C.
DE: FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLC

State of Formation and Name of Surviving Entity:

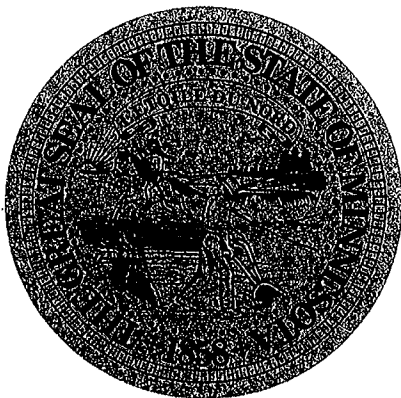
DE: FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLC

Effective Date of Merger: 06/30/04---10:00 P.M. CT

Name of Surviving Entity After Effective Date of Merger:

FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLC

This certificate has been issued on: 06/28/2004



Mary Kiffmeyer
Secretary of State.

TRADEMARK

REEL: 004069 FRAME: 0962

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DC-M



ARTICLES OF MERGER
OF
FRAGOMEN AND ASSOCIATES, P.C.
(A Minnesota Corporation)
INTO
FRAGOMEN, DEL RBY, BERNSEN & LOEWY, LLC
(A Delaware Limited Liability Company)

Pursuant to Sections 302A.601 to 302A.615 of the Minnesota Statutes, the undersigned corporations execute the following articles of merger:

FIRST: The name and jurisdiction of incorporation or formation of each constituent corporation is as follows:

| <u>Name</u> | <u>Jurisdiction</u> |
|---|---------------------|
| Fragomen and Associates, P.C. | Minnesota |
| Fragomen, Del Rey, Bernsen & Loewy, LLC | Delaware |

SECOND: The name of the surviving entity is Fragomen, Del Rey, Bernsen & Loewy, LLC.

THIRD: The plan of merger attached as Exhibit A hereto (the "Plan of Merger") was approved by the affirmative vote of a majority of the directors present at a meeting of the board of each constituent corporation.

FOURTH: The merger shall become effective at 10:00 p.m. Central Time (11:00 p.m. EDT) June 30, 2004.

FIFTH: The Plan of Merger was approved by each constituent corporation in accordance with Chapter 302A of the Minnesota Statutes.

SIXTH: The surviving entity agrees that it may be served with process in this state in a proceeding for the enforcement of an obligation of a constituent organization and in a proceeding for the enforcement of the rights of a dissenting shareholders of a constituent corporation against the surviving organization.

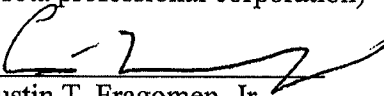
SEVENTH: The surviving entity hereby designates the Secretary of State as its agent to accept service of process in any proceeding. The address to which the Secretary of State shall mail of copy of any process against the surviving corporation served upon him is: 515 Madison Avenue, New York, New York 10022.

EIGHTH: The surviving entity hereby agrees that it will promptly pay to the dissenting shareholders of the domestic constituent corporation the amount, if any, to which they are entitled under section 302A.473.

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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on this 10th day of June, 2004.

FRAGOMEN AND ASSOCIATES, P.C.
(A Minnesota professional corporation)

By: 
Austin T. Fragomen, Jr.
President

FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLC
(A Delaware limited liability company)

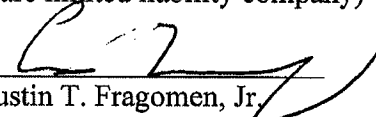
By: 
Austin T. Fragomen, Jr.
Managing Member

EXHIBIT 1

[CERTIFICATE OF MERGER]

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of June 9, 2004 (this "Agreement"), between Fragomen and Associates, P.C., a Minnesota professional corporation (the "Foreign Company"), and Fragomen, Del Rey, Bernsen & Loewy, LLC, a Delaware limited liability company (the "Delaware LLC").

WITNESSETH:

WHEREAS, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Foreign Company by means of a merger of the Foreign Company with and into the Delaware LLC;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, et seq. (the "Delaware Act") and Section 302A.601 of the Minnesota Statutes (the "Foreign Company Act") authorize the merger of a Minnesota professional corporation with and into a Delaware limited liability company;

WHEREAS, the Foreign Company and the Delaware LLC now desire to merge (the "Merger"), following which the Delaware LLC shall be the surviving entity;

WHEREAS, the shareholders, on behalf of the Foreign Company, have unanimously approved this Agreement and the consummation of the Merger;

WHEREAS, the sole member of the Delaware LLC has approved this Agreement and the consummation of the Merger; and

WHEREAS, this Agreement is intended to be a "Plan of Merger" for purposes of the Foreign Company Act.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) On June 30, 2004, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Foreign Company and the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall file a certificate of merger substantially in the form of Exhibit 1 hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all

other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at 11:00 p.m. Eastern Daylight Time (10:00 p.m. Central Daylight Time) (the "Effective Time").

(b) At the Effective Time, the Foreign Company shall be merged with and into the Delaware LLC, whereupon the separate existence of the Foreign Company shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act and Section 302A.601 of the Foreign Company Act. ✓

SECTION 1.02. Exchange of Interests. At the Effective Time:

(a) Each share of stock in the Foreign Company outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

ARTICLE II

THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Certificate of Formation and Limited Liability Company Agreement. The certificate of formation and the limited liability company agreement of the Delaware LLC in effect at the Effective Time shall be the certificate of formation and limited liability company agreement of the Surviving LLC unless and until amended in accordance with applicable law. The name of the Surviving LLC shall be Fragomen, Del Rey, Bernsen & Loewy, LLC.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Foreign Company, and all of the assets and property of whatever kind and character of the Foreign Company shall vest in the Delaware LLC without further act or deed; thereafter,

the Delaware LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Foreign Company, and any claim or judgment against the Foreign Company may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act.

SECTION 3.02. Further Assurances. If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Foreign Company, or otherwise to carry out the provisions hereof, the proper representatives of the Foreign Company as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of the Delaware LLC and the Foreign Company; or

(ii) by either the Delaware LLC, or the Foreign Company, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware LLC or the Foreign Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of the Delaware LLC and the Foreign Company to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Time:

(i) no provision of any applicable law or regulation and no

judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(ii) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC and the Foreign Company.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Foreign Company and the Delaware LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Foreign Company and the Delaware LLC with respect to the subject matter hereof.

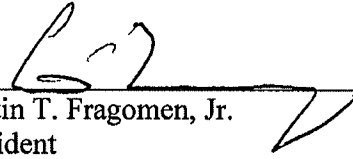
SECTION 6.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

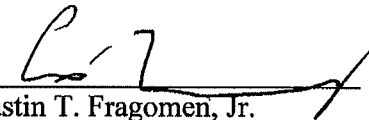
SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

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

FRAGOMEN AND ASSOCIATES, P.C.
a Minnesota professional corporation

By: 
Austin T. Fragomen, Jr.
President

FRAGOMEN, DEL REY, BERNSEN & LOEWY, LLC,
a Delaware limited liability company


By: 
Austin T. Fragomen, Jr.
Managing Member

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STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUN 28 2004


Secretary of State

RECORDED: 09/29/2009

TRADEMARK
REEL: 004069 FRAME: 0970