

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/31/1994

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National-Standard Company		09/30/1995	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	National-Standard Company
Street Address:	1618 Terminal Road
City:	Niles
State/Country:	MICHIGAN
Postal Code:	49120
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2326343	BRUSH-PACK
Serial Number:	77117354	SMART PAK
Registration Number:	1137089	N-S COPPERFREE
Registration Number:	2555294	TRIGGER-TRAC
Registration Number:	2566875	TRU-TRAC

CORRESPONDENCE DATA

Fax Number: (312)984-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.372.2000
 Email: chicago_ip_docket@mwe.com
 Correspondent Name: Jennifer M. Mikulina
 Address Line 1: 227 W. Monroe Street, Suite 4400
 Address Line 2: McDermott Will & Emery LLP
 Address Line 4: Chicago, ILLINOIS 60606-5096

CH \$140.00 2326343

ATTORNEY DOCKET NUMBER:	59410-010 JMM/CMV
NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	12/22/2009
Total Attachments: 5 source=National Standard IN Merger#page1.tif source=National Standard IN Merger#page2.tif source=National Standard IN Merger#page3.tif source=National Standard IN Merger#page4.tif source=National Standard IN Merger#page5.tif	

1994010867



ARTICLES OF MERGER / SHARE EXCHANGE

State Form 39036 (R 2 / 12-88)

Provided by Joseph Hogsett, Secretary of State of Indiana

Approved by State Board of Accounts, 1988

Present Original and One Copy - Use 8 1/2" x 11" paper for inserts.

FILING FEE: \$90.00

Indiana Code 23-1-40-1 et. seq.

Secretary of State

Corporations Division

ARTICLES OF MERGER / SHARE EXCHANGE OF

National-Standard Company a Delaware corporation

196906-029

INTO

N-S Sub, Inc.

1994010867

an Indiana corporation

In accordance with the requirements of the Indiana Business Corporation Law, the undersigned corporations desiring to effect a merger or share exchange, set forth the following facts:

ARTICLE I - SURVIVING CORPORATION

SECTION 1:

The name of the corporation surviving the merger is:

National-Standard Company

and such name has ~~been~~

(designate which) been changed as a result of the merger.

SECTION 2: (Strike inapplicable section)

- a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Act incorporated on January 13, 1994
b. The surviving corporation is a foreign corporation incorporated under the laws of the State of and admitted / not admitted (designate which) to do business in Indiana. If the surviving corporation is qualified to do business in Indiana, state the date of admission: (If Application for Admission is filed concurrently herewith, state "Upon approval of Application for Admission").
c. The surviving foreign corporation does not intend to transact business in Indiana.

APPROVED AND FILED

Joseph F. Hogsett SECRETARY OF STATE OF INDIANA

ARTICLE II - MERGING CORPORATION(S)

The name, state of incorporation and date of incorporation or admission, respectively, of each Indiana domestic corporation and Indiana-qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Table with 2 columns: Name of Corporation, State of Domicile, Date of Incorporation or qualification in Indiana. Row 1: National-Standard Company (196906-029), Delaware, 6/1/69.

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made apart hereof. See Exhibit A attached.

ARTICLE IV - MANNER OF ADOPTION AND VOTE

SECTION 1: Shareholder vote not required.
 The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

SECTION 2: Vote of shareholders
 The designation (i.e., common, preferred and any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP		Common	Preferred	
NUMBER OF OUTSTANDING SHARES		5,359,043	--	
NUMBER OF VOTES ENTITLED TO BE CAST		5,359,043	--	
NUMBER OF VOTES REPRESENTED AT MEETING		4,735,507		
SHARES VOTED IN FAVOR		3,946,710		
SHARES VOTED AGAINST		67,938		

SECTION 3: Written consent executed on _____ and signed by all members.
 Action by Domestic Merging Corporation (Strike inapplicable section)

SECTION 1: Shareholder vote not required.
 The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

SECTION 2: Vote of Shareholders.
 The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting set forth below.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

SECTION 3: Written consent executed on January 13, 1994 and signed by all members.

Attach additional signature line(s) if necessary. If applicable note the total number of insert pages at the bottom of page one.

In Witness Whereof, the undersigned being the Vice President, Finance
(Title)
 executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 27th day of January, 19 94.

Signature:  Printed Name: W. D. Grafer

AGREEMENT AND PLAN OF MERGER, made and entered into as of this 27th day of January 1994 by and between N-S Sub, Inc., an Indiana corporation (the "Surviving Corporation"), and National-Standard Company, a Delaware corporation (the "Merging Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

RECITALS

The Merging Corporation is a Delaware corporation having authorized capital consisting of twenty-five million (25,000,000) shares of Common Stock, \$.01 par value, of which five million three hundred fifty-nine thousand and forty-three (5,359,043) shares of Common Stock are issued and outstanding, and six hundred thousand (600,000) shares of Preferred Stock, \$1.00 par value, none of which are issued or outstanding.

The Surviving Corporation is an Indiana corporation having authorized capital consisting of twenty-five million (25,000,000) shares of Common Stock, \$.01 par value, of which one hundred (100) shares of Common Stock are issued and outstanding, all of which are owned by the Merging Corporation, and six hundred thousand (600,000) shares of Preferred Stock, \$1.00 par value, none of which are issued or outstanding.

The Merging Corporation and the Surviving Corporation have determined it to be advisable for the Merging Corporation to merge with and into the Surviving Company (the "Merger") pursuant to the applicable provisions of the Indiana Business Corporation Law and the Delaware General Company Law on the terms hereinafter set forth, and the Board of Directors of the Merging and Surviving Corporations have each approved and adopted this Agreement and Plan of Merger and authorized the execution hereof.

PLAN OF MERGER

In consideration of the premises, the parties hereto adopt and make this Agreement and Plan of Merger and prescribe the terms and conditions of the Merger and the manner of carrying the same into effect, which shall be as follows:

1. Effective upon the later of (a) 5:00 pm, Indiana time, on January 31, 1994 or (b) the filing of Articles of Merger with the office of the Indiana Secretary of State and a Certificate of Merger with the office of the Delaware Secretary of State (the time and date, or filing, as the case may be, being referred to herein as the "Effective Date"), the Merging Corporation shall be merged with and into the Surviving Corporation.
2. The manner and basis of converting the issued and outstanding shares of the Merging Corporation's stock and the outstanding stock options granted under the Merging Corporation's Stock Incentive Plan (the "Incentive Plan") into shares of stock, and stock options of the Surviving Corporation shall be as follows:
 - a. At the Effective Date, each of the shares of stock of the Merging Corporation issued and outstanding or held as treasury shares on the Effective Date shall, without any action on the part of either of the Constituent Corporations or any holder of the shares, be converted into an equal number of fully paid and nonassessable shares of the Common Stock of the Surviving Corporation.
 - b. Each stock certificate which, prior to the Effective Date, represented issued shares of the Merging Corporation shall be and become on the Effective Date a certificate representing an identical number of shares of Common Stock of the Surviving Corporation, automatically by virtue of the Merger and without any action on the part of the holder thereof.
 - c. Each stock option granted by the Merging Corporation (under or subject to the Incentive Plan of the Merging Corporation) and outstanding immediately prior to the Effective Date

Joseph H. Hoge
 APPROVED
 FILED

shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a stock option, to purchase, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock (subject to further adjustment as may be provided in the Incentive Plan) which is equal to the number of shares of the Merging Corporation's Common Stock which the holder thereof would have received had the holder exercised the option in full immediately prior to the Effective Date (whether or not the option was then exercisable). The price per share payable upon exercise under each of said options shall (subject to future adjustments as may be provided in the Incentive Plan) be equal to the exercise price per share thereunder immediately prior to the Effective Date. A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of the Merging Corporation's Common Stock so reserved immediately prior to the Effective Date.

The Incentive Plan, and all outstanding stock options thereunder, shall immediately prior to the Effective Date of the Merger be amended to the extent necessary to permit continuance of the Plan and the Incentive Plan and continuance and conversion of the stock options into those of the Surviving Corporation following the Merger, notwithstanding any provisions heretofore contained in the Plans.

3. On the Effective Date, all of the shares of stock of the Surviving Corporation issued and outstanding on the Effective Date of the Merger shall be cancelled and returned to the status of authorized but unissued shares.
4. On the Effective Date, each employee benefit plan and incentive compensation plan to which the Merging Corporation is then a party shall be assumed by and continue to be the plan of the Surviving Corporation. To the extent any employee benefit plan or incentive compensation plan of the Merging Corporation or any of its subsidiaries provides for the issuance or purchase of, or otherwise relates to, the Merging Corporation Common Stock after the Effective Date, the plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, the Surviving Corporation's Common Stock upon the same terms and conditions.
5. The officers and directors of the Surviving Corporation on the Effective Date shall be and continue to be the officers and directors of the Surviving Corporation thereafter, until their successors are duly appointed or elected.
6. On the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be amended as follows: Article 1 of the Surviving Corporation's Articles of Incorporation shall be amended to change the name of the Surviving Corporation to "National-Standard Company." The Articles of Incorporation of the Surviving Corporation, as so amended, shall remain in effect as the Articles of Incorporation of the Surviving Corporation after the Merger.
7. The Bylaws of the Surviving Corporation, as they exist immediately prior to the Effective Date, shall remain in effect as the Bylaws of the Surviving Corporation thereafter, unaffected by the Merger.
8. On the Effective Date, the Merging Corporation shall be merged with and into the Surviving Corporation, which shall continue its corporate existence under the laws of the State of Indiana. The separate existence and corporate organization of the Merging Corporation shall cease upon the Effective Date, and the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, as well of a public as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation

shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claims existing or action or proceeding pending by or against the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place. Neither the rights of creditors nor any liens upon the property of either Constituent Corporation shall be impaired by the Merger.

9. This Agreement and Plan of Merger shall be submitted to the shareholders of each of the Constituent Corporations hereto in accordance with the applicable provisions of law, and the consummation of the Merger herein provided for is conditioned upon the approval and adoption hereof by the shareholders of the respective parties as provided by law.
10. This Agreement and Plan of Merger and the Merger herein contemplated may be abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the Effective Date. This Agreement may be amended, modified or supplemented at any time (before or after shareholder approval) prior to the Effective Date with the mutual consent of the Board of Directors of the Merging Corporation and the Surviving Corporation; provided, however, that this Agreement may not be amended, modified or supplemented after it has been approved by the Merging Corporation's shareholders in any manner which, in the judgment of the Board of Directors of the Merging Corporation, would have a material adverse effect on the rights of the Merging Corporation's shareholders or in any manner not permitted under applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed by their duly authorized officers, all as of the day and year first above written.


NATIONAL-STANDARD COMPANY,
a Delaware corporation

N-S SUB, INC.,
an Indiana corporation

By: 
President

By: 
Chairman of the Board

Attest: 
Assistant Secretary

Attest: 
Assistant Secretary