

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Articles and Certificate of Merger and Name Change	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
W. P. Hickman Company		12/19/1989	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W. P. Hickman Company		
<b>Street Address:</b>	9 Hickman Drive		
<b>Internal Address:</b>	Post Office Box 15005		
<b>City:</b>	Asheville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28813		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1600356	THE LEADING EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7043315792		
<b>Email:</b>	donna.millard@klgates.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St, Hearst Tower 47th Floor		
<b>Address Line 2:</b>	K & L Gates LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2826088.00038 WPHICKMAN		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		
<b>Signature:</b>	/ Karl S. Sawyer, Jr. /		

OP \$40.00 1600356

Date:

05/19/2010

**Total Attachments: 8**

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ARTICLES AND CERTIFICATE OF MERGER OF W. P. HICKMAN COMPANY,  
 (a Michigan Corporation) INTO HICKMAN ENTERPRISES, INC.,  
 (a North Carolina corporation whose name is hereby  
 changed to W. P. HICKMAN COMPANY)

DOCUMENT #469033  
 DATE 12/21/89 TIME 16:3  
 FILED  
 REGISTERED  
 SECRETARY OF STATE  
 NORTH CAROLINA

The undersigned corporations hereby execute these Articles of Merger for the purpose of merging into one of such corporations as hereinafter stated:

(1) The name of each of the undersigned corporations and the State in which they were respectively organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
W. P. Hickman Company	Michigan
Hickman Enterprises, Inc.	North Carolina

(2) This merger is permitted by the laws of the state under which each such corporation is organized.

(3) The name of the surviving corporation <sup>is changed</sup> is to be W. P. HICKMAN COMPANY, a corporation organized under the laws of the State of North Carolina. The surviving corporation will not engage in business in the State of Michigan after the effective date hereof of said merger as hereinafter stated.

(4) Each undersigned corporation has complied with the applicable provisions of the laws of the State under which it was organized [Sections 731 of the Michigan Business Corporation Act and Section 55-111 of the General Statutes of North Carolina, respectively], and the Agreement and Plan of Merger attached hereto as Exhibit "A" was duly approved by the Board of Directors and Stockholders of each of the undersigned corporations in the manner prescribed by the laws of their respective states of incorporation.

(5) Said merger is to be effective as of 11:59:59 p.m., Eastern Standard Time, on December 31, 1989.

(6) As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class Designation of Class</u>	<u>Number of Shares</u>
W. P. Hickman Company (a Michigan corporation)	1,032	\$25.00 par common	1,032
Hickman Enterprises, Inc. (a North Carolina corporation)	40	\$25.00 par common	40

(7) As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, were as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class Class</u>	<u>Entitled to Vote as a Class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
W. P. Hickman Company (a Michigan corporation)	1,032	0	\$25.00 par common	1,032	0
Hickman Enterprises, Inc. (a North Carolina corporation)	40	0	\$25.00 par common	40	0

IN WITNESS WHEREOF, these Articles and Certificate of Merger are signed by the President and the Secretary of each corporation in quadruple originals this 19<sup>th</sup> day of December, 1989.

HICKMAN ENTERPRISES, INC.  
(a North Carolina Corporation)

By: *John B. Smith*  
President

ATTEST:

*Faye C. Martin*  
Secretary

W. P. HICKMAN COMPANY  
(a Michigan Corporation)

By: *John B. Smith*  
President

ATTEST:

*Faye C. Martin*  
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ann Hill Cory, a Notary Public, hereby certify that on this 19th day of December, 1989, personally appeared before me John B. Hickman, President of W. P. HICKMAN COMPANY, a Michigan corporation, and Faye C. Martin, Assistant Secretary of said corporation, each of whom being by me first duly sworn, declared that he and she have read the foregoing Articles of Merger, that he and she understand the meaning and purport of the statements therein contained, that the statements therein contained are true and that he and she, in their said respective capacities, are authorized to sign the foregoing Articles and Certificate of Merger on behalf of said corporation.

My commission expires:

12/17/92

Ann Hill Cory  
Notary Public

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STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ann Hill Cory, a Notary Public, hereby certify that on this 19th day of December, 1989, personally appeared before me John B. Hickman, President of HICKMAN ENTERPRISES, INC., a North Carolina corporation, and Faye C. Martin, Secretary of said corporation, each of whom being by me first duly sworn, declared that he and she have read the foregoing Articles of Merger, that he and she understand the meaning and purport of the statements therein contained, that the statements therein contained are true and that he and she, in their said respective capacities, are authorized to sign the foregoing Articles and Certificate of Merger on behalf of said corporation.

My commission expires:

12/17/92

Ann Hill Cory  
Notary Public

"EXHIBIT A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated December 19<sup>th</sup>, 1989, by and between W. P. HICKMAN COMPANY, a Michigan corporation, (hereinafter called "Hickman Michigan"), and HICKMAN ENTERPRISES, INC., a North Carolina corporation, (hereinafter called "Hickman North Carolina");

W I T N E S S E T H:

WHEREAS: (1) The Boards of Directors and Stockholders of Hickman Michigan and Hickman North Carolina, have resolved that Hickman Michigan be merged under and pursuant to the applicable provisions of Chapter 7 of the Business Corporation Act of Michigan and Chapter 55 of the General Statutes of North Carolina into Hickman North Carolina, which shall be the surviving corporation and shall continue as a North Carolina corporation after the effective date of said merger, in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

(2) The authorized capital stock of Hickman Michigan consists of 5,000 shares of common stock with a par value of \$25.00 per share, of which 1,032 shares are issued and outstanding;

(3) The authorized capital stock of Hickman North Carolina consists of 5,000 shares of common stock with a par value of \$25.00 per share of which 40 shares are outstanding as of the date of this Agreement and of which an additional 1,032 shares will be issued pursuant hereto.

(4) The respective Boards of Directors and Stockholders of Hickman Michigan and Hickman North Carolina have approved the merger of said corporations upon the terms and conditions hereinafter set forth

and have approved this Agreement as by law provided.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereby agree in accordance with the corporate laws of the States of Michigan and North Carolina that Hickman Michigan shall, at the effective date hereof as hereinafter specified, be merged into Hickman North Carolina which shall be the surviving corporation and shall continue as a North Carolina corporation after said effective date, and the parties hereto adopt and agree to the agreements, terms and conditions relating to said merger and the manner of carrying the same into effect as hereinafter stated.

I. On the effective date of this merger, the separate existence of Hickman Michigan shall cease and Hickman Michigan shall be merged into Hickman North Carolina which, as the surviving corporation under this Agreement, shall, pursuant to Section 722 of the Michigan Business Corporation Act and Section 55-110 of the General Statutes of North Carolina, possess all the rights, privileges and powers and be subject to all the obligations of Hickman Michigan. To said end, all property, real, personal and mixed, and all debts due Hickman Michigan on whatever account and any and all choses in action or other assets of said Hickman Michigan shall thereafter be the property of Hickman North Carolina. Further, all rights of creditors and all liens upon any property of Hickman Michigan shall be preserved unimpaired and all debts, liabilities and duties of Hickman Michigan shall thenceforth be attached to Hickman North Carolina and may be enforced against it as to the same extent as if said debts, liabilities and duties had been incurred or contracted by Hickman Michigan. At any time or from time to time after

the effective date of this merger, the appropriate officers of Hickman Michigan shall, in the name of Hickman Michigan, execute and deliver all such proper deeds, assignments and other instruments and take, or cause to be taken, all such further actions as shall be requested by Hickman North Carolina in order to vest, perfect and confirm in Hickman North Carolina, title to and possession of all property, rights, privileges and powers of Hickman Michigan and otherwise to carry out the purposes of this Agreement.

II. The name of Hickman North Carolina shall be changed to W. P. HICKMAN COMPANY upon the effective date hereof.

III. The Bylaws of Hickman Michigan as in effect on the date hereof shall from and after the effective date of this merger be and continue to be the Bylaws of Hickman North Carolina until changed as provided by law.

IV. Each outstanding share of the \$25.00 par value common stock of Hickman Michigan as of the effective date of this merger shall be converted into and exchanged for one share of the \$25.00 par value common stock of Hickman North Carolina. The holders of the presently outstanding shares of Hickman Michigan shall surrender all certificates for the same to the Secretary of Hickman Michigan on or before the effective date of this merger and the Secretary of Hickman Michigan shall thereupon deliver said certificate or certificates to the Secretary of Hickman North Carolina in exchange for one (1) or more stock certificates for an equivalent number of shares of the \$25.00 par common stock of Hickman North Carolina, with the result that 1,032 shares of said \$25.00 common stock of Hickman North Carolina shall be issued in exchange for 1,032 shares of the \$25.00 par common stock of



Hickman Michigan presently outstanding.

V. The effective time and date of this merger shall be 11:59:59 p.m. Eastern Standard Time on December 31, 1989. Certificates of merger shall be pre-filed, as appropriate, with the Michigan Department of Commerce and North Carolina Secretary of State prior to said effective date.

VI. This Agreement and Plan of Merger may be terminated and the merger provided for hereunder abandoned at any time prior to the foregoing effective date upon the adoption by the Board of Directors of either Hickman Michigan or Hickman North Carolina of a resolution abandoning this Agreement of Merger.

IN WITNESS WHEREOF, this Agreement has been executed by Hickman Michigan and Hickman North Carolina by their respectively duly authorized officers, as of the date first above written.

HICKMAN ENTERPRISES, INC.  
(a North Carolina Corporation)  
(Herein referred to as Hickman North Carolina and the surviving corporation pursuant to this Article of Merger and with its name changed hereby to W. P. HICKMAN COMPANY)

By: *J. B. Smith*  
President

ATTEST:

*Faye C. Martin*  
Secretary

W. P. HICKMAN COMPANY  
(a Michigan Corporation)  
(Herein referred to as Hickman Michigan)

By: *J. B. Smith*  
President

ATTEST:

*Faye C. Martin*  
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ann Hill Cory, a Notary Public, hereby certify that on this 19th day of December, 1989, personally appeared before me John B. Hickman, President of W. P. HICKMAN COMPANY, a Michigan corporation, and Faye C. Martin, Assistant Secretary of said corporation, each of whom being by me first duly sworn, declared that he and she have read the foregoing Agreement and Plan of Merger, that he and she understand the meaning and purport of the statements therein contained, that the statements therein contained are true and that he and she, in their said respective capacities, are authorized to sign the foregoing Agreement and Plan of Merger on behalf of said corporation.

My commission expires:

12/17/92

Ann Hill Cory  
Notary Public

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STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ann Hill Cory, a Notary Public, hereby certify that on this 19th day of December, 1989, personally appeared before me John B. Hickman, President of HICKMAN ENTERPRISES, INC., a North Carolina corporation, and Faye C. Martin, Secretary of said corporation, each of whom being by me first duly sworn, declared that he and she have read the foregoing Agreement and Plan of Merger, that he and she understand the meaning and purport of the statements therein contained, that the statements therein contained are true and that he and she, in their said respective capacities, are authorized to sign the foregoing Agreement and Plan of Merger on behalf of said corporation.

My commission expires:

12/17/92

Ann Hill Cory  
Notary Public