

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/13/1960

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GODFREY L. CABOT		07/21/1960	CORPORATION: MASSACHUSETTS
CABOT CARBON COMPANY		07/21/1960	CORPORATION: MASSACHUSETTS
CABOT SHOPS, INC.		07/21/1960	CORPORATION: MASSACHUSETTS
CABOT GASOLINE CORPORATION		07/21/1960	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	CABOT CORPORATION
Street Address:	100 W. TENTH STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	71176065	MONARCH
Serial Number:	71592302	BLACK PEARLS
Serial Number:	71623399	BLACK PEARLS
Serial Number:	71667213	CAB-O-SIL
Serial Number:	71623400	BLACK PEARLS
Serial Number:	71667214	CAB-O-SIL
Serial Number:	71611599	MONARCH
Serial Number:	71667215	CAB-O-SIL
Serial Number:	72034585	REGAL

OP \$365.00 71176065

Serial Number:	71592300	BLACK PEARLS
Serial Number:	71651375	MOGUL
Serial Number:	71592301	BLACK PEARLS
Serial Number:	71644282	CAB-O-SIL
Serial Number:	72098696	REGAL

CORRESPONDENCE DATA

Fax Number: (603)668-2970
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 603-668-6560
Email: mcurtis@gtpp.com
Correspondent Name: Teresa C. Tucker
Address Line 1: 55 South Commercial St.
Address Line 4: Manchester, NEW HAMPSHIRE 03101

ATTORNEY DOCKET NUMBER:	CAB006
NAME OF SUBMITTER:	Teresa C. Tucker
Signature:	/tct/
Date:	09/23/2010

Total Attachments: 13
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, 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:

"CABOT COMPANY", A MASSACHUSETTS CORPORATION,

"CABOT GASOLINE CORPORATION", A MASSACHUSETTS CORPORATION,

"CABOT SHOPS, INC.", A MASSACHUSETTS CORPORATION,

"GODFREY L. CABOT, INC.", A MASSACHUSETTS CORPORATION,


WITH AND INTO "CABOT CORPORATION" UNDER THE NAME OF "CABOT CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 1960, AT 10 O'CLOCK A.M.

0554501 8100M

100869526

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8228273

DATE: 09-15-10

TRADEMARK
REEL: 004283 FRAME: 0637

MERGER AGREEMENT

MERGER AGREEMENT dated as of July 21, 1960, between GODFREY L. CABOT, INC., CABOT CARBON COMPANY, CABOT SHOPS, INC. and CABOT GASOLINE CORPORATION, all Massachusetts corporations, and CABOT CORPORATION, a Delaware corporation, (herein sometimes referred to as the "Constituent Corporations"), and a majority of the Directors of each of them,

W I T N E S S E T H:

WHEREAS, Godfrey L. Cabot, Inc. and its subsidiaries Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation are corporations duly organized and existing under the laws of The Commonwealth of Massachusetts, having been incorporated on September 15, 1922, February 21, 1929, July 29, 1930 and September 5, 1958, respectively; and

WHEREAS, Cabot Corporation (herein sometimes referred to as the "Surviving Corporation") is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on July 14, 1960 for the purpose of the reorganization and merger provided for in this Agreement; and

WHEREAS, Cabot Corporation intends to become duly qualified to carry on its business in The Commonwealth of Massachusetts prior to the effective date of this merger; and

WHEREAS, the authorized capital stock of Godfrey L. Cabot, Inc. consists of 85,000 shares of Common Stock, of no par value, of which 81,778 shares are issued and outstanding; and

WHEREAS, the authorized capital stock of Cabot Carbon Company consists of 65,000 shares of Common Stock, par value \$100 per share, of which 61,900 shares are issued and outstanding, 58,759 of such shares being owned by Godfrey L. Cabot, Inc. and 3,141 by others; and

WHEREAS, the authorized capital stock of Cabot Shops, Inc. consists of 20,000 shares of Common Stock, par value \$100 per share, of which 17,100 shares are issued and outstanding and owned by Godfrey L. Cabot, Inc. and 1,900 shares are held in the treasury of Cabot Shops, Inc.; and

WHEREAS, the authorized capital stock of Cabot Gasoline Corporation consists of 7,500 shares of Common Stock, no par value, of which 2,000 shares are issued and outstanding, all of such shares being owned by Godfrey L. Cabot, Inc.; and

WHEREAS, the authorized capital stock of Cabot Corporation consists of 3,000,000 shares of Common Stock, par value \$1 per share, of which 1,000 shares are issued and outstanding, all of such shares being owned by Godfrey L. Cabot, Inc.; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable for the welfare of the Constituent Corporations that Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation be merged into Cabot Corporation upon the terms and conditions hereinafter set forth and pursuant to the laws of The Commonwealth of Massachusetts and the State of Delaware;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, provisions, covenants and grants herein contained,

the parties hereto hereby agree that, in accordance with the applicable provisions of the laws of the State of Delaware and of the laws of The Commonwealth of Massachusetts, the Constituent Corporations shall be merged into a single corporation, Cabot Corporation, a Delaware corporation, one of the Constituent Corporations, the outstanding stock of which is owned by Godfrey L. Cabot, Inc.; that Cabot Corporation is not a new corporation and that it shall continue its corporate existence and be the corporation surviving the merger; and that the terms and conditions of the merger, which are hereby agreed upon and which the parties hereto hereby covenant to observe, keep and perform, the mode of carrying same into effect, the manner of converting the shares of Godfrey L. Cabot, Inc. and certain shares of Cabot Carbon Company into the shares of the Surviving Corporation, and the other details of the merger are as follows:

1. EFFECTIVE TIME AND EFFECT OF THE MERGER.

The effective time of the merger shall be midnight on September 30, 1960, which is the day on which this Agreement is to be filed in the Office of the Secretary of State of Delaware and is to be recorded pursuant to Section 252 of the General Corporation Law of said State, and the day on which an Amendment--Articles of Consolidation is to be filed in the Office of the Secretary of State of The Commonwealth of Massachusetts pursuant to Section 46D of Chapter 156 of the General Laws of said Commonwealth.

At the effective time of the merger, the separate existence of Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and

Cabot Gasoline Corporation shall cease, except insofar as it may be continued either by law or to carry out the purposes of this Agreement, and Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation shall be merged into the Surviving Corporation, the name of which is and shall be Cabot Corporation. Except as herein otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights and immunities of Cabot Corporation shall continue unaffected and unimpaired by the merger.

At the effective time of the merger, the assets and liabilities of the Constituent Corporations shall be entered on the books of the Surviving Corporation at the amounts at which they respectively shall be carried on such date on the books of the Constituent Corporations, subject to such inter-company adjustments or eliminations, if any, as may be required to give effect to the merger, and the capital and surplus of the Surviving Corporation shall be determined by its Board of Directors, all in accordance with generally accepted accounting principles. The aggregate amounts of the Constituent Corporations which were legally available for the payment of dividends immediately prior to the merger shall continue to be available immediately thereafter for the payment of dividends by the Surviving Corporation.

2. CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION.

The laws of the State of Delaware shall govern the Surviving Corporation. The Certificate of Incorporation of the Surviving Corporation shall, immediately after the effective time of the

merger, be the Certificate of Incorporation of Cabot Corporation as in effect on the date hereof, a copy of which is attached hereto and made a part hereof.

3. BY-LAWS.

The By-Laws of the Surviving Corporation shall, immediately after the effective time of the merger, be the By-Laws of Cabot Corporation as in effect on the date hereof.

4. DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION.

The members of the Board of Directors and of the Executive Committee and the Officers, respectively, of the Surviving Corporation immediately after the effective time of the merger shall be those persons who shall be the corresponding members of the Board of Directors and of the Executive Committee and the Officers, respectively, of Cabot Corporation immediately prior to the effective time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the By-Laws of the Surviving Corporation and until their respective successors are chosen and qualified.

5. MANNER OF CONVERTING SHARES OF CONSTITUENT CORPORATIONS INTO SHARES OF SURVIVING CORPORATION.

The manner of canceling or converting shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

(a) Each of the 1,000 initially issued shares of the Common Stock of Cabot Corporation, of the par value of \$1 per share,

all of which are owned by Godfrey L. Cabot, Inc., shall be transferred to the Surviving Corporation and retired at the effective time of the merger, and said shares shall thereupon have the status of authorized and unissued shares of the Surviving Corporation.

(b) At the effective time of the merger, the following shares of the Constituent Corporations shall be canceled and extinguished:

(i) The 58,759 presently issued and outstanding shares of Common Stock of Cabot Carbon Company, of the par value of \$100 per share, owned by Godfrey L. Cabot, Inc.;

(ii) The 17,100 presently issued and outstanding shares of Common Stock of Cabot Shops, Inc., of the par value of \$100 per share, owned by Godfrey L. Cabot, Inc.;

(iii) The 1,900 presently issued shares of Common Stock of Cabot Shops, Inc., of the par value of \$100 per share, held in its treasury; and

(iv) The 2,000 presently issued and outstanding shares of Common Stock of Cabot Gasoline Corporation, of no par value, owned by Godfrey L. Cabot, Inc.

(c) Each of the 3,141 shares of the Common Stock, of the par value of \$100 per share, of Cabot Carbon Company, which shall be issued and outstanding at the effective time of the merger and not owned by Godfrey L. Cabot, Inc., shall thereupon be changed and converted into 24 shares of Common Stock, of the par value of \$1 per share, of the Surviving Corporation.

(d) Each of the 81,778 shares of the Common Stock, no par value, of Godfrey L. Cabot, Inc., which shall be issued and outstanding at the effective time of the merger, shall thereupon be changed and converted into 30 shares of the Common Stock, of the par value of \$1 per share, of the Surviving Corporation.

(e) All shares of Common Stock of the Surviving Corporation

into which the outstanding shares of Common Stock of Godfrey L. Cabot, Inc. and Cabot Carbon Company are to be changed and converted at the effective time of the merger shall thereupon be issued and outstanding without any action on the part of any holders thereof.

(f) After the effective time of the merger each holder (other than Godfrey L. Cabot, Inc.) of an outstanding certificate or certificates theretofore representing Common Stock of Godfrey L. Cabot, Inc. and/or Cabot Carbon Company may surrender the same to the Surviving Corporation, or an agent appointed by it, and such holder shall be entitled upon such surrender to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the shares of Common Stock of Godfrey L. Cabot, Inc. and Cabot Carbon Company theretofore represented by the certificate or certificates so surrendered shall have been changed and converted as aforesaid. Until so surrendered each outstanding certificate which prior to the effective time of the merger represented shares of Common Stock of Godfrey L. Cabot, Inc. or of Cabot Carbon Company, shall be deemed for all corporate purposes to evidence ownership, respectively, of 30 or 24 times that number of shares of Common Stock of the Surviving Corporation.

6. RIGHTS AND LIABILITIES OF THE SURVIVING CORPORATION.

At the effective time of the merger the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises as well of a public as of a private nature, subject to all the restrictions,

disabilities and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers and franchises of each of said corporations, and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account and all stock subscriptions and other choses in action or belonging to each of them shall be transferred to and vested in the Surviving Corporation; and all claims, demands, property, rights, privileges, powers and franchises and all and every other interest of each of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by the merger, but shall be vested in the Surviving Corporation; but all rights of creditors and all liens upon any property of each of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the Officers and Directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation, respectively, hereby agree

that, as and when requested by the Surviving Corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property previously of Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation, respectively, and acquired by the Surviving Corporation by reason or as a result of the merger and otherwise to carry out the intent and purposes hereof, and the Officers and Directors of Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation, respectively, and the Officers and Directors of the Surviving Corporation are and each is fully authorized in the name of Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation, respectively, or otherwise to take any and all such action.

Cabot Corporation agrees that it will, as the Surviving Corporation, assume all of the obligations of Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation under their existing Group Insurance, Profit-Sharing, Managerial Incentive Profit-Sharing, and Pension Plans, that such Plans will continue unaffected and unimpaired by the merger and that full credit will be given to the employees of Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation for periods of service with such Constituent Corporations;

provided, however, that nothing herein contained shall limit the existing powers of the employers under such Plans and Cabot Corporation as the continuing employer to terminate or modify them.

7. SERVICE OF PROCESS ON THE SURVIVING CORPORATION.

The Surviving Corporation agrees that it may be sued in The Commonwealth of Massachusetts for any obligation of Godfrey L. Cabot, Inc., Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation and any obligation of Cabot Corporation incurred prior to the effective time of the merger and any obligation thereafter incurred by the Surviving Corporation, including the obligation created by Section 46E of Chapter 156 of the General Laws of Massachusetts, so long as any liability remains outstanding against the Surviving Corporation in The Commonwealth of Massachusetts, and the Surviving Corporation irrevocably appoints the Commissioner of Corporations and Taxation as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181 of the General Laws of Massachusetts.

8. SUBMISSION TO STOCKHOLDERS.

This Agreement shall be submitted to the Stockholders of each of the Constituent Corporations as required by the laws of the State of Delaware and the laws of The Commonwealth of Massachusetts.

9. PLAN OF REORGANIZATION.

This Agreement, which is intended to effect only a change in the identity, form and place of incorporation of Godfrey L. Cabot,

Inc. and a merger of Cabot Carbon Company, Cabot Shops, Inc. and Cabot Gasoline Corporation into the Surviving Corporation, constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

10. TERMINATION.

This Merger Agreement may be terminated and the merger abandoned at any time before the effective time of the merger by the Board of Directors of Godfrey L. Cabot, Inc., if in the opinion of such Board the merger is impracticable or inadvisable for any reason, including but not limited to the voting of any stock against the merger. Upon termination, this Agreement shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of any of the Constituent Corporations or of their Directors, Officers or Stockholders.

IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly granted by its Board of Directors, has caused this Agreement to be executed by a majority of its directors and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

CABOT CORPORATION

R. Allen

Sam. W. Cabot


J. P. Cashman

J. J. Brown

W. H. ...

E. L. Green

A Majority of its Board of Directors


W. S. ...

Secretary

GODFREY L. CABOT, INC.

R. Gallen
Louis W. Cabot
O. O. Cashman
O. W. Benson
W. H. Green

A Majority of its Board of Directors

CABOT CARBON COMPANY

R. Gallen
Louis W. Cabot
Arthur S. Phillips

A Majority of its Board of Directors

CABOT SHOPS, INC.

R. Gallen
Louis W. Cabot
Arthur S. Phillips

A Majority of its Board of Directors

CABOT GASOLINE CORPORATION

R. Gallen
Louis W. Cabot
Arthur S. Phillips

A Majority of its Board of Directors

GODFREY L. CABOT, INC.
INCORPORATED IN MASSACHUSETTS
1930
ATTEST
Arthur S. Phillips
Clerk

CABOT CARBON COMPANY
INCORPORATED IN MASSACHUSETTS
1930
ATTEST
Arthur S. Phillips
Clerk

CABOT SHOPS, INC.
INCORPORATED IN MASSACHUSETTS
1930
ATTEST
Arthur S. Phillips
Clerk

CABOT GASOLINE CORPORATION
INCORPORATED IN MASSACHUSETTS
1930
ATTEST
Arthur S. Phillips
Clerk