

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Strata Products (USA), Inc.		06/30/2008	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Strata Products (USA), LLC
Street Address:	3939 Roswell Road
Internal Address:	Suite 100
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2660143	STAR PROP
Registration Number:	3778374	STRATASORB
Registration Number:	3494385	FRESH AIR BAY

**CORRESPONDENCE DATA**

Fax Number: (215)655-2286  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@dechert.com, jacob.bishop@dechert.com  
 Correspondent Name: Jacob Bishop  
 Address Line 1: Dechert LLP  
 Address Line 2: Cira Centre, 2929 Arch Street  
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER: Jacob Bishop

**900177179**

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Signature:	/Jacob Bishop/
Date:	11/11/2010
Total Attachments: 7 source=Reel 021339, Frame 0730#page1.tif source=Reel 021339, Frame 0730#page2.tif source=Reel 021339, Frame 0730#page3.tif source=Reel 021339, Frame 0730#page4.tif source=Reel 021339, Frame 0730#page5.tif source=Reel 021339, Frame 0730#page6.tif source=Reel 021339, Frame 0730#page7.tif	

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# STATE OF GEORGIA

## Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF MERGER

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 06/30/2008. Attached is a true and correct copy of the said filing.

Surviving Entity:

**STRATA PRODUCTS (USA), LLC (DE)**, a Delaware Limited Liability Company

Nonsurviving Entity/Entities:

**STRATA PRODUCTS (USA), INC.**, a Georgia Profit Corporation

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on June 30, 2008



Karen C Handel  
Secretary of State

PATENT

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Control No: 08036724  
Date Filed: 06/30/2008 12:00 AM  
Karen C Handel  
Secretary of State

ARTICLES OF MERGER

OF

STRATA PRODUCTS (USA), INC.,  
a Georgia corporation

AND

STRATA PRODUCTS (USA), LLC,  
a Delaware limited liability company

To the Secretary of State  
State of Georgia

Pursuant to the provisions of the Georgia Business Corporation Code, the domestic corporation and the foreign limited liability company herein named do hereby adopt the following articles of merger.

1. The following, annexed hereto and made a part hereof, is that certain Agreement and Plan of Merger for merging Strata Products (USA), Inc., a corporation incorporated under the laws of the State of Georgia with and into Strata Products (USA), LLC, a limited liability company formed under the laws of the State of Delaware, adopted by the joint written consent of the Board of Directors of Strata Products (USA), Inc. and the sole shareholder of Strata Products (USA), Inc. on June 24, 2008 and adopted by written consent by the sole member of Strata Products (USA), LLC on June 24, 2008.

2. The merger of Strata Products (USA), Inc. with and into Strata Products (USA), LLC is permitted by the laws of the jurisdiction of organization of Strata Products (USA), LLC and has been authorized in compliance with said laws.

3. This Article constitutes an undertaking by the corporation that the request for publication of a notice of filing these Articles of Merger and payment therefor will be made as required by subsection (b) of Section 14-2-1105.1 of the Georgia Business Corporation Code.

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GA BC D:ARTICLES OF MERGER L7 D>F 06/00-1 (#371)

State of Georgia  
Expedite Merger 6 Page(s)



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Executed on June 30, 2008

STRATA PRODUCTS (USA), INC.

By: [Signature]  
Name: G. Rory Patton  
Title: President

2008 JUN 30 PM 12: 59  
SECRETARY OF STATE  
CORPORATIONS DIVISION

STRATA PRODUCTS (USA), LLC by and through its  
sole member

Strata Products Worldwide, LLC, by and through its  
sole member

Rockwell Venture Capital, Inc.

By: [Signature]  
S. Kent Rockwell  
President

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GA BC D-ARTICLES OF MERGER L/F D-F 06/00-2 (8971)

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made this 24<sup>th</sup> day of June, 2008, pursuant to Section 14-2-1109 of the Georgia Business Corporations Code (the "Georgia Code") and Section 18-209 of the Delaware Limited Liability Company Act. (the "Delaware Act"), by and between Strata Products (USA), Inc., a Georgia corporation ("USA, Inc.") and Strata Products (USA), LLC, a Delaware limited liability company ("USA, LLC").

**RECITALS:**

**WHEREAS**, the sole shareholder and the board of directors of USA, Inc., and the sole member of USA, LLC, each have approved this Agreement and declare it to be advisable and in the best interests of USA, Inc., and USA, LLC, that USA, Inc. merge with and into USA, LLC, with USA, LLC being the surviving entity (the "USA Merger"), in the manner and upon the terms and conditions set forth herein pursuant to the applicable provisions of the Georgia Code and Delaware Act.

**NOW, THEREFORE**, for the purpose of effecting the USA Merger and prescribing the terms and conditions thereof and in consideration of the mutual covenants and agreements contained herein, USA, Inc., and USA, LLC, intending to be legally bound, hereby covenant and agree as follows:

**ARTICLE I**  
**THE MERGER**

**Section 1.01. The USA Merger.** In accordance with Section 14-2-1109 of the Georgia Code and Section 18-209 of the Delaware Act, as the case may be, on the Effective Date (as defined herein), USA, Inc. shall be merged with and into USA, LLC. As a result of the USA Merger, the separate corporate existence of USA, Inc. shall cease and USA, LLC shall be the surviving entity.

**Section 1.02. Effect of the USA Merger.** On the Effective Date, the effect of the USA Merger shall be as provided in the applicable provisions of the Georgia Code and the Delaware Act. Without limiting the generality of the foregoing, on the Effective Date, all of the property, rights, privileges and powers of USA, Inc. shall vest in the USA, LLC and all debts, liabilities, obligations, restrictions, disabilities and duties of USA, Inc. shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the USA, LLC.

**Section 1.03. Certificate of Formation and Operating Agreement.** The Certificate of Formation and Operating Agreement of USA, LLC, as in effect immediately before the USA Merger, shall continue to be the Certificate of Formation and Operating Agreement for USA, LLC thereafter, until amended as provided by law and in accordance with their respective terms.

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**ARTICLE II  
CANCELLATION OF SECURITIES**

**Section 2.01. Cancellation of Securities; Ownership of USA, LLC.** On the Effective Date, by virtue of the USA Merger and without any action on the part of USA, Inc., the securities of USA, Inc. shall cease to exist and shall be cancelled. USA, LLC shall be wholly owned by its sole member, Strata Products Worldwide, LLC, a Delaware limited liability company (the "Sole Member").

**ARTICLE III  
MANAGEMENT**

**Section 3.01. Management of USA, LLC.** The Sole Member shall manage the affairs of the USA, LLC.

**ARTICLE IV  
EFFECTIVE DATE**

**Section 4.01. Effective Date.** The USA Merger and other transactions provided for in this Agreement shall become effective: on the later of (a) the date and time that the articles of merger reflecting the USA Merger shall be accepted for filing by the Secretary of State of Georgia and that the certificate of merger is accepted for filing by the Secretary of State of Delaware, or (b) 12:01 a.m. Eastern Time on July 1, 2008 (the "Effective Date"). Without limiting the generality of the foregoing, the USA Merger shall be deemed to have occurred after that certain merger of Appalachian Timber Services, Inc., a West Virginia corporation, with and into Appalachian Timber Services, LLC, a Delaware limited liability company.

**ARTICLE V  
FILINGS**

**Section 5.01. State Filings.** The proper officers of USA, Inc. and USA, LLC shall make and execute whatever certificates and documents that are required by the States of Georgia and Delaware to effect the USA Merger, and to cause the same to be filed, in the manner provided by the Georgia Code and Delaware Act, and to do all things whatsoever, whether within or without the States of Georgia and Delaware, which may be necessary and proper to effect the USA Merger.

**ARTICLE VI  
LIFE INSURANCE**

**Section 6.01. Life Insurance.** Without limiting the generality of the effect of the USA Merger; upon the Effective Date, the proper officers of USA, Inc. covenant and agree to cause USA, Inc. to assign to the Sole Member, without limitation, those certain life insurance policies on the lives of S. Kent Rockwell and G. Rory Paton-Ash currently owned by USA, Inc..

**ARTICLE VII**  
**TERMINATION**

**Section 7.01. Termination.** This Agreement may be terminated and the USA Merger may be abandoned at any time prior to the Effective Date, notwithstanding any requisite approval and adoption of this Agreement by written consent, duly authorized by the directors and sole shareholder of USA, Inc. and the Sole Member with respect to USA, LLC.

**Section 7.02. Effect of Termination.** In the event of the termination of this Agreement pursuant to Section 7.01, this Agreement shall forthwith become void, there shall be no liability under this Agreement on the part of USA, Inc., USA, LLC or any of their respective directors, officers, members or managers and all rights and obligations of USA, Inc., and USA, LLC shall cease; provided, however, that nothing herein shall relieve either party from liability from the willful breach of any of its representations, warranties, covenants or agreements set forth in this Agreement.

**ARTICLE VIII**  
**AMENDMENT**

**Section 8.01. Amendment.** This Agreement may be amended by USA, Inc. or USA, LLC by action taken by or on behalf of their respective directors and sole shareholder or the Sole Member at any time prior to the Effective Date. This Agreement may not be amended except by an instrument in writing signed by USA, Inc. and USA, LLC.

**ARTICLE IX**  
**MISCELLANEOUS**

**Section 9.01. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

**Section 9.02. Entire Agreement.** This Agreement constitutes the entire Agreement among USA, Inc., and USA, LLC with respect to the subject matter hereof and supercedes all prior agreements and undertakings both written and oral, among USA, Inc., and USA, LLC, with respect to the subject matter hereof.

**Section 9.03. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to any conflicts of laws principals which would cause the substantive law of another jurisdiction to apply.

**Section 9.04. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

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**TRADEMARK**  
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IN WITNESS WHEREOF, USA, Inc., and USA, LLC have caused this Agreement to be executed as of the date first written above by their respective officers thereunder duly authorized.

USA, INC.:

STRATA PRODUCTS (USA), INC.

By: [Signature]  
Name: G. Rudy Patton-Ash  
Title: President

USA, LLC:

STRATA PRODUCTS (USA), LLC by its sole member

STRATA PRODUCTS WORLDWIDE, LLC by its sole member

Rockwell Venture Capital, Inc.

By: [Signature]  
S. Kent Rockwell  
President

2008 JUN 30 PM 12:59  
SECRETARY OF STATE  
CORPORATIONS DIVISION

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