

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2008		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Precision Balancing & Analyzing Co.		12/31/2008
			CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	SKF USA Inc.		
Street Address:	890 Forty Food Road		
Internal Address:	P.O. Box 352		
City:	Lansdale		
State/Country:	PENNSYLVANIA		
Postal Code:	19446		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1664722	ASV
CORRESPONDENCE DATA			
Fax Number:	(302)658-5614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarks@cblh.com, jfraser@cblh.com, bstaley@cblh.com		
Correspondent Name:	Jennifer Fraser		
Address Line 1:	P.O. Box 2207		
Address Line 4:	Wilmington, DELAWARE 19899		
ATTORNEY DOCKET NUMBER:	13537-00056		
NAME OF SUBMITTER:	Jennifer Fraser		
Signature:	/jfl		

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Date:

03/21/2011

Total Attachments: 10

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**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
PRECISION BALANCING & ANALYZING CO.
INTO
SKF USA INC.
(Pursuant to Section 253 of the
Delaware General Corporation Law)**

SKF USA Inc., a Delaware corporation (the "Corporation"), does hereby certify to the following facts relating to the merger (the "Merger") of Precision Balancing & Analyzing Co., an Ohio corporation ("PB&A"), with and into the Corporation, with the Corporation remaining as the surviving corporation under the name of SKF USA Inc.

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
SKF USA Inc.	Delaware
Precision Balancing & Analyzing Co.	Ohio

SECOND: The Corporation owns all of the outstanding shares of each class of capital stock of PB&A.

THIRD: The Board of Directors of the Corporation (the "Board"), by the following resolutions duly adopted on December 31, 2008, determined to merge PB&A with and into the Corporation pursuant to Section 253 of the Delaware General Corporation Law ("DGCL") and Section 1701.80 of the Ohio General Corporation Law ("OGCL");

WHEREAS, the Corporation is the owner of all issued and outstanding shares of capital stock of Precision Balancing & Analyzing Co., an Ohio corporation ("PB&A"); and

WHEREAS, the Corporation desires to merge PB&A with and into the Corporation whereby the Corporation will continue as the surviving entity pursuant to Section 253 of the DGCL, Section 1701.80 of the Ohio General Corporation Law (the "OGCL") and an Agreement and Plan of Merger in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board has determined that it is advisable and in the best interests of the Corporation and PB&A that PB&A be merged with and into the Corporation (the "Merger") pursuant to the Agreement and Plan of Merger; and be it

FURTHER RESOLVED, that the Merger shall occur on December 31, 2008, but after the mergers of American Precision Spindles, LLC, an Ohio limited liability company, and Custom Motor, Inc.,

an Ohio corporation, with and into the PB&A on December 31, 2008; and be it

FURTHER RESOLVED, that the Merger and the terms and conditions of the Agreement and Plan of Merger, be, and they hereby are, adopted and approved in all respects by the Board; and be it

FURTHER RESOLVED, that the Corporation shall be authorized to enter into and perform its obligations under the Agreement and Plan of Merger and each document, certificate and instrument required by any of the Agreement and Plan of Merger, the DGCL, the OGCL or any other applicable laws to effect the Merger; and be it

FURTHER RESOLVED, that each of the officers of the Corporation (each an "Authorized Officer") be, and each of them hereby is, authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger; and be it

~~FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to execute and certify a Certificate of Merger, and to cause the same to be filed with the Delaware Secretary of State and the Ohio Secretary of State and to do all acts and things, whatsoever, whether within or without the State of Delaware or Ohio, which may be in any way necessary or appropriate to effect said Merger; and be it~~

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to execute all such additional instruments and documents in the name and on behalf of the Corporation and to affix the seal of the Corporation to any document described in these resolutions or to any such additional instrument or document and to attest to such seal, to effectuate these resolutions, and to pay all such costs and expenses as in his judgment shall be necessary, proper or advisable in order to carry out the intent and accomplish the purposes of these resolutions, and to take all such further action as shall, in his judgment, be necessary or appropriate in order to carry out the intent and accomplish the purposes of these preambles and resolutions, the approval thereof to be conclusively evidenced by the taking of such action; and be it

FURTHER RESOLVED, that all actions previously taken by any director, officer, employee or agent of the Corporation in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing preambles and resolutions be, and each of them hereby is, adopted, ratified,

confirmed and approved in all respects as the acts and deeds of the Corporation; and be it

FURTHER RESOLVED, that this written consent may be executed in one or more counterparts, each of which shall be deemed an original (whether delivered electronically or otherwise) and all of which together shall constitute one and the same written consent.

FOURTH: The Corporation shall be the surviving corporation of the Merger.

FIFTH: The certificate of incorporation of the Corporation as in effect immediately prior to the effective time of the Merger shall be the certificate of incorporation of the surviving corporation.

[Signature page follows]

IN WITNESS WHEREOF, SKF USA Inc., a Delaware corporation, has caused this Certificate to be signed by its duly authorized officer as of December 31, 2008.

SKF USA INC.

By: Timothy D. Goldberg
Name: TIMOTHY D. GOLDBERG
Title: Vice President and Secretary

EXHIBIT A
SKF – PB&A Agreement and Plan of Merger

See attached.

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
MERCING
PRECISION BALANCING & ANALYZING CO.
INTO
SKF USA INC.
dated as of December 31, 2008**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made this ^{31st} day of December, 2008 by and between Precision Balancing & Analyzing Co., an Ohio corporation ("PB&A"), and SKF USA Inc., a Delaware corporation ("SKF").

RECITALS

WHEREAS, on December 31, 2008, prior to the Effective Time (defined below), Custom Motor, Inc. and American Precision Spindles, LLC, both wholly-owned subsidiaries of PB&A, merged with and into PB&A;

WHEREAS, PB&A is a wholly-owned subsidiary of SKF and SKF owns 102 shares of PB&A common stock, no par value;

WHEREAS, the boards of directors of PB&A and SKF deem it advisable and in the best interests of PB&A to merge with and into SKF (the "Merger") upon the terms and conditions set forth herein;

WHEREAS, the board of directors of PB&A has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement and in accordance with the Ohio General Corporation Law ("OGCL") and the Delaware General Corporation Law ("DGCL"), advisable and fair to, and in the best interests of, PB&A and SKF; and

WHEREAS, the board of directors of SKF has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement and in accordance with the OGCL and the DGCL, advisable and fair to, and in the best interests of, PB&A and SKF, and PB&A and SKF desire to provide for the consummation of the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

1. Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with Section 1701.80 of the OGCL and Section 253 of the DGCL, PB&A shall be merged with and into SKF at the Effective Time.

2. Effective Time. The Merger shall become effective (the "Effective Time") at the time and on the date of the successful completion of the following: (i) the filing of a certificate of merger with the Secretary of the State of Ohio in accordance with the provisions and requirements of the OGCL (the "Ohio Certificate") and (ii) the filing of a certificate of merger with the Secretary of the State of Delaware in accordance with the provisions and requirements of the DGCL (the "Delaware Certificate"), unless a later time and date is set forth in the Ohio Certificate and the Delaware Certificate.

3. Effect of Merger. At the Effective Time, the separate legal existence of PB&A shall cease (except as provided in paragraph 7, below) and SKF shall be the surviving entity. The consummation of the Merger shall have the effects set forth in this Agreement and the applicable provisions of the OGCL and the DGCL with respect to a merger of a non-

Delaware corporation with and into a Delaware corporation such that, among other things, SKF, as the surviving entity, shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of PB&A, and, subject to the limitations specified in Section 2307.97 of the Ohio Revised Code, all obligations belonging to or due to PB&A, all of which are vested in SKF, as the surviving entity, without further act or deed. Title to any real estate or any interest in the real estate vested in PB&A shall not revert or in any way be impaired by reason of the Merger.

4. Treatment of Shares and Interests. As of the Effective Time, by virtue of the Merger and without any action on the part of PB&A or SKF or the equity holders thereof, respectively, the issued shares and treasury shares of PB&A shall be cancelled and cease to exist and no cash or other consideration shall be delivered in exchange therefor. The shares of SKF, as the surviving entity, shall remain unchanged, such that all issued and outstanding shares of SKF shall remain issued and outstanding and all other authorized shares shall remain authorized but unissued.

5. Certificate of Incorporation; Bylaws. At the Effective Time, the certificate of incorporation and the bylaws of SKF in effect immediately prior to the Effective Time shall be the certificate of incorporation and the bylaws, respectively, of SKF, as the surviving entity, until thereafter changed or amended as provided therein or by applicable law.

6. Officers. Immediately after the Effective Time, the officers of SKF in office immediately prior to the Effective Time shall be the officers (holding the same titles and positions) of SKF, as the surviving entity, each serving in such position until such person's successor is appointed and qualified or until such person's earlier death, resignation or removal.

7. Further Assurances of Title. At the Effective Time, the separate existence of PB&A shall cease, except that whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or rights in SKF, as the surviving entity, the officers or other authorized representatives of PB&A shall execute, acknowledge, and deliver those instruments and do those acts. For these purposes, the existence of PB&A and the authority of their respective officers, directors or other authorized representatives is continued notwithstanding the Merger.

8. Location of Principal Office. The location of the principal office of SKF is 111 Adams Avenue, Norristown, PA 19403.

9. Service of Process. SKF consents to be sued and served with process in Ohio and the irrevocable appointment of the Secretary of State of Ohio as its agent to accept service of process in any proceeding in Ohio to enforce against SKF any obligation of PB&A or to enforce the rights of a dissenting stockholder of PB&A.

10. Termination. This Agreement may be terminated and the Merger abandoned by either party hereto at any time prior to the Effective Time.

11. Amendment and Modification. This Agreement may be amended at any time prior to the Effective Time pursuant to an instrument in writing signed by all of the parties hereto in a manner not inconsistent with the DGCL or the OGCL (as the case may be).

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable conflict or choice of law rules.

13. Severability. If any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect and such invalidity or unenforceability shall not affect the validity or enforceability of the other terms and provisions.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (whether delivered electronically or otherwise) and all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

PRECISION BALANCING & ANALYZING CO.

By: Timothy D. Gifford
Name: Timothy D. Gifford
Title: Secretary

SKF USA INC.

By: Timothy D. Gifford
Name: Timothy D. Gifford
Title: Vice President and Secretary