

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/08/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Equipto, Inc.		12/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Consolidated Storage Companies, Inc.
Street Address:	225 Main Street
City:	Tatamy
State/Country:	PENNSYLVANIA
Postal Code:	18085
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1138577	EQUIPTO
Registration Number:	1140529	EQUIPTO
Registration Number:	0652747	EQUIPTO
Registration Number:	0563277	IRON GRIP

CORRESPONDENCE DATA

Fax Number: (312)258-5600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-258-5790
 Email: dnowicki@schiffhardin.com
 Correspondent Name: Steven H. Noll, Schiff Hardin LLP
 Address Line 1: P.O. Box 06079
 Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: EQUIPTO/27144-0004

900188627

**TRADEMARK
 REEL: 004516 FRAME: 0473**

OP \$115.00 1138577

NAME OF SUBMITTER:	Steven H. Noll
Signature:	/Steven H. Noll/
Date:	04/06/2011
Total Attachments: 12 source=Equipto-Certificate of Merger#page1.tif source=Equipto-Certificate of Merger#page2.tif source=Equipto-Certificate of Merger#page3.tif source=Equipto-Certificate of Merger#page4.tif source=Equipto-Certificate of Merger#page5.tif source=Equipto-Certificate of Merger#page6.tif source=Equipto-Certificate of Merger#page7.tif source=Equipto-Certificate of Merger#page8.tif source=Equipto-Certificate of Merger#page9.tif source=Equipto-Certificate of Merger#page10.tif source=Equipto-Certificate of Merger#page11.tif source=Equipto-Certificate of Merger#page12.tif	

Delaware

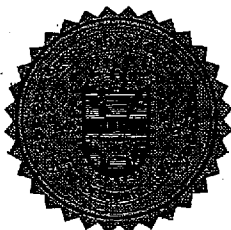
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"EQUIPTO, INC.", A DELAWARE CORPORATION,
WITH AND INTO "PRO GROUP, INC." UNDER THE NAME OF
"CONSOLIDATED STORAGE COMPANIES, INC.", A CORPORATION ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF DECEMBER,
A.D. 2004, AT 6:32 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



3036638 8100M

040886944

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3552311

DATE: 12-15-04

TRADEMARK

REEL: 004516 FRAME: 0475

CERTIFICATE OF MERGER

OF

EQUIPTO, INC.

WITH AND INTO

PRO GROUP, INC.

**PURSUANT TO SECTION 251 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE**

PRO Group, Inc., a corporation duly organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("PRO Group"), does hereby certify:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
PRO Group, Inc.	Delaware
Equipto, Inc.	Delaware

SECOND: That the Agreement and Plan of Merger (the "Merger Agreement") dated as of December 15, 2004, by and among PRO Group, Equipto, Inc. ("Equipto") and certain Stockholders of PRO Group and Equipto, setting forth the terms and conditions for the merger of Equipto with and into PRO Group (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving Delaware corporation (the "Surviving Corporation") of the Merger is PRO Group, Inc. and shall be changed to CONSOLIDATED STORAGE COMPANIES, INC.

FOURTH: That the Certificate of Incorporation of Surviving Corporation immediately following the Merger shall be the Certificate of Incorporation attached hereto as Exhibit A.

FIFTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation located at 4550 Beltway Dr, Addison, TX 75001.

SIXTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of Delaware.

[The remainder of this page intentionally left blank]

Signature Page to Certificate of Merger

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IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate of Merger to be executed in its corporate name on the 8th day of December, 2004.

PRO GROUP, INC.

By: O. Richard Riemer

O. Richard Riemer

President

TRADEMARK

REEL: 004516 FRAME: 0478

Appendix A

Certificate of Incorporation

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CERTIFICATE OF INCORPORATION
OF
CONSOLIDATED STORAGE COMPANIES, INC.

FIRST. The name of the corporation is Consolidated Storage Companies, Inc. (the "Corporation").

SECOND. The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD. The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

FOURTH. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 70,000 shares, consisting of 10,000 shares of Common Stock with a par value of \$0.0001 per share (the "Common Stock") and 60,000 shares of Preferred Stock with a par value of \$0.0001 per share (the "Preferred Stock"), and shall be designated the "Series A Redeemable Preferred Stock." The Series A Redeemable Preferred Stock is sometimes referred to herein as the "Preferred Stock" or "Series A Preferred Stock."

A description of the respective classes of stock and a statement of the designations, preferences, voting powers (or no voting powers), relative, participating, optional or other special rights and privileges and the qualifications, limitations and restrictions of the Preferred Stock and Common Stock are as follows:

1. Voting. Except as may be otherwise provided in these terms of Preferred Stock or by law, the Series A Preferred Stock shall vote together with all other classes and series of stock of the Corporation as a single class on all actions to be taken by the stockholders of the Corporation.

2. Dividends.

2A. Dividends. In the event the Board of Directors shall declare a dividend (other than a dividend payable in Common Stock) payable upon the then outstanding shares of the Common Stock, the Board of Directors shall declare at the same time a dividend upon the then outstanding shares of Series A Preferred Stock, payable at the same time as the dividend paid on the Common Stock, in an amount per share of Series A Preferred Stock equal to the

amount of dividends paid per share of Common Stock. All dividends declared upon the Preferred Stock pursuant to this paragraph 2A shall be declared and paid pro rata per share.

2B. Accruing Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock, the holders of such shares of the Series A Preferred Stock shall be entitled to receive, out of funds legally available therefor, when and if declared by the Board of Directors, dividends at the rate per annum of 8% of the Original Purchase Price (as defined below) per share of Series A Preferred Stock (the "Accruing Dividends"). Accruing Dividends shall accrue on a daily basis, whether or not earned or declared, and shall be cumulative.

3. Liquidation, Dissolution and Winding-up.

3A. Series A Liquidation Payments. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation Event"), the holders of the shares of Preferred Stock shall first be entitled, before any distribution or payment is made upon the Common Stock, to be paid an amount equal to one dollar (\$1.00) per share (the "Original Purchase Price") plus, in the case of each share, an amount in cash equal to any Accruing Dividends unpaid thereon and any other dividends declared but unpaid thereon, computed to the date payment thereof is made available (the "Liquidation Preference Payments").

If upon such Liquidation Event, the assets to be distributed among the holders of Series A Preferred Stock shall be insufficient to permit payment in full to the holders of Series A Preferred Stock of the Liquidation Preference Payments, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Series A Preferred Stock. Upon any such Liquidation Event, after the holders of Series A Preferred Stock shall have been paid in full the amounts to which they shall be entitled, the remaining net assets of the Corporation shall be distributed to the holders of Common Stock.

3B. Other Liquidation Payments. Upon any Liquidation Event, immediately after the holders of Series A Preferred Stock and holders of any class of stock ranking equally with the Series A Preferred Stock have been paid in full pursuant to paragraph 3A above, the remaining net assets of the Corporation available for distribution shall be distributed among the holders of the shares of Common Stock. Written notice of such liquidation, dissolution or winding up, stating a payment date and the place where said payments shall be made, shall be given by mail, postage prepaid, or by facsimile to non-U.S. residents, not less than 20 days prior to the payment date stated therein, to the holders of record of Series A Preferred Stock, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

The (x) consolidation or merger of the Corporation into or with any other entity or entities (except a consolidation or merger into a Subsidiary or merger in which the Corporation is the surviving corporation and the holders of the Corporation's voting stock outstanding immediately prior to the transaction constitute the holders of a majority of the voting stock outstanding immediately following the transaction), (y) the sale or transfer by the Corporation of all or substantially all its assets, or (z) the sale, exchange or transfer by the Corporation's

stockholders, in a single transaction or series of related transactions, of capital stock representing a majority of the voting power at elections of directors of the Corporation shall be deemed to be a Liquidation Event within the meaning of the provisions of this paragraph 3.

Whenever the distribution provided for in this paragraph 3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors.

4. Restrictions. At any time when shares of Series A Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by the Certificate of Incorporation of the Corporation, and in addition to any other vote required by law or the Certificate of Incorporation of the Corporation, without the written consent of the holders of at least a majority in interest of the then outstanding shares of Preferred Stock, given in writing or by a vote at a meeting, consenting or voting (as the case may be) separately as one class, the Corporation will not:

(1) Consent to any liquidation, dissolution or winding up of the Corporation or merge or consolidate with or into, or permit any Subsidiary to merge or consolidate with or into, any other corporation, corporations, entity or entities (except a consolidation or merger into a Subsidiary or merger in which the Corporation is the surviving Corporation and the holders of the Corporation's voting stock outstanding immediately prior to the transaction constitute a majority of the holders of voting stock outstanding immediately following the transaction);

(2) Sell, abandon, transfer, lease or otherwise dispose of all or substantially all of its properties or assets;

(3) Amend, alter or repeal any provision of its Certificate of Incorporation or By-laws in a manner adverse to the Series A Preferred Stock;

(4) Create or authorize the creation of any additional class or series of shares of stock unless the same ranks junior to the Series A Preferred Stock, as to dividends and the distribution of assets on the liquidation, dissolution or winding up of the Corporation or with respect to the payment of dividends or redemption rights, or increase the authorized amount of such series of Series A Preferred Stock or increase the authorized amount of any additional class or series of shares of stock unless the same ranks junior to such series of Series A Preferred Stock as to dividends and the distribution of assets on the liquidation, dissolution or winding up of the Corporation or with respect to the payment of dividends or redemption rights, or create or authorize any obligation or security convertible into shares of any series of Preferred Stock or into shares of any other class or series of stock unless the same ranks junior to such series of Series A Preferred Stock as to dividends and the distribution of assets on the liquidation, dissolution or winding up of the Corporation or with respect to the payment of dividends or redemption rights, whether any such creation, authorization or increase shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation or otherwise;

(5) Purchase or redeem, or set aside any sums for the purchase or redemption of, or pay any dividend or make any distribution on, any shares of stock other than the Series A Preferred Stock, except for dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and other than shares of Common Stock repurchased from employees or consultants at the original purchase price thereof; or

(6) Create, or authorize the creation of, or issue, or authorize the issuance of, any debt security of the Corporation (other than debt with no equity feature) including without limitation, any debt security which by its terms is convertible into or exchangeable for any equity security of the Corporation and any security of the Corporation which is a combination of debt and equity.

5. Redemption. The shares of Series A Preferred Stock shall be redeemed as follows:

5A. Optional Redemption. The Corporation shall not have the right to call or redeem at any time all or any shares of Preferred Stock.

With the approval of the holders of a majority of the then outstanding shares of Series A Preferred Stock, the holders of shares of Series A Preferred Stock may, by giving notice (the "Redemption Notice") to the Corporation at any time after the sixth anniversary of the Closing Date require the Corporation to redeem all of the outstanding Series A Preferred Stock on the Redemption Date (as defined below). Upon receipt of the Redemption Notice, the Corporation will so notify all other persons holding Series A Preferred Stock. After receipt of the Redemption Notice, the Corporation shall fix the date for redemption (the "Redemption Date"), provided that such Redemption Date shall occur within one hundred twenty (120) days after receipt of the Redemption Notice.

All holders of Series A Preferred Stock shall deliver to the Corporation during regular business hours, at the office of any transfer agent of the Corporation for the Series A Preferred Stock or at the principal office of the Corporation or at such other place as may be designated by the Corporation, the certificate or certificates for the Series A Preferred Stock duly endorsed for transfer to the Corporation (if required by it) on or before the Redemption Date.

5B. Redemption Price and Payment. The Series A Preferred Stock to be redeemed on the Redemption Dates shall be redeemed by paying for each share in cash an amount equal to the Original Purchase Price per share, plus an amount equal to all dividends (including Accruing Dividends) accrued and unpaid on each such share, such amount being referred to as the "Series A Redemption Price." Such payment shall be made in full on the Redemption Date to the holders entitled thereto.

5C. Redemption Mechanics. At least 20 but not more than 30 days prior to the Redemption Date, written notice (the "Redemption Notice") shall be given by the Corporation by mail, postage prepaid, or by facsimile transmission to non-U.S. residents, to each holder of record (at the close of business on the business day next preceding the day on which the

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Redemption Notice is given) of shares of Series A Preferred Stock notifying such holder of the redemption and specifying the Series A Redemption Price, the number of shares of Series A Preferred Stock to be redeemed, the Redemption Date and the place where said Series A Redemption Price shall be payable. The Redemption Notice shall be addressed to each holder at his address as shown by the records of the Corporation. From and after the close of business on the Redemption Date, unless there shall have been a default in the payment of the Series A Redemption Price, all rights of holders of shares of Series A Preferred Stock (except the right to receive the Series A Redemption Price) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on the Redemption Date are insufficient to redeem the total number of outstanding shares of Series A Preferred Stock to be redeemed on such redemption date, the holders of shares of Series A Preferred Stock shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the full number of shares owned by them if all such outstanding shares were redeemed in full. The shares of Series A Preferred Stock not redeemed due to insufficient funds shall remain outstanding and entitled to all rights and preferences provided herein; provided, however, that such unredeemed shares shall be entitled to receive interest accruing daily with respect to the applicable Series A Redemption Price at the rate of 15% per annum. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Series A Preferred Stock such funds will be used, no later than the end of the next succeeding fiscal quarter, to redeem the balance of such shares, or such portion thereof for which funds are then legally available, on the basis set forth above.

5D. Redeemed or Otherwise Acquired Shares to be Retired. Any shares of Series A Preferred Stock redeemed pursuant to this paragraph 5 or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Series A Preferred Stock.

6. Definitions. As used herein, the following terms shall have the following meanings:

The term "Subsidiary" shall mean any corporation, partnership, trust or other entity of which the Corporation and/or any of its other subsidiaries directly or indirectly owns at the time a majority of the outstanding shares of every class of equity security of such corporation, partnership, trust or other entity.

7. Common Stock.

(a) All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of Preferred Stock.

(b) Except as otherwise required by law or this Certificate of Incorporation, each holder of Common Stock shall have one vote in respect of each share of stock held by him of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. Notwithstanding the provisions of Section 242(b)(2) of the General Corporation Law, the holders of shares of Common Stock shall vote together with the holders of shares of Preferred Stock as a single class with respect to any proposed amendment hereto that would increase the number of shares of authorized Common Stock with each such share being entitled to such number of votes per share as is provided in this Article FOURTH, and the holders of shares of Common Stock shall not be entitled to a separate class vote with respect thereto.

FIFTH. The Corporation is to have perpetual existence.

SIXTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

B. Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

C. The books of the Corporation may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

SEVENTH. The Corporation eliminates the personal liability of each member of its Board of Directors to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that, to the extent provided by applicable law, the foregoing shall not eliminate the liability of a director (i) for any breach of such director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code or (iv) for any transaction from which such director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

EIGHTH. The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon a stockholder herein are granted subject to this reservation.

NINTH. Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the



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application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.