

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Divisive Merger effective 07/31/2003	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alcan Corporation		07/29/2003	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Alcan Products Corporation		
Street Address:	8770 West Bryn Mawr Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1145429	ALHIDE	
Registration Number:	0983205	STABILOY	
Registration Number:	1099249	STABILOY	
CORRESPONDENCE DATA			
Fax Number:	(202)637-3593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-383-0198		
Email:	eteas@sutherland.com		
Correspondent Name:	Elisabeth A. Langworthy, SUTHERLAND		
Address Line 1:	1275 Pennsylvania Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-2415		
ATTORNEY DOCKET NUMBER:	29897-0048PART2RECORDALAL		
NAME OF SUBMITTER:	Elisabeth A. Langworthy		
Signature:	/Elisabeth A. Langworthy/		

CH \$90.00 1145429

Date:

06/28/2011

Total Attachments: 9

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Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

Alcan Products Corporation
Domestic Business Corporation
[Filing Number: 800204335]

Alcan Primary Products Corporation
Domestic Business Corporation
[Filing Number: 800204342]

Alcan Fabrication Corporation
Domestic Business Corporation
[Filing Number: 800204347]

Alcan Corporation
Domestic Business Corporation
[Filing Number: 800204348]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated:07/30/2003

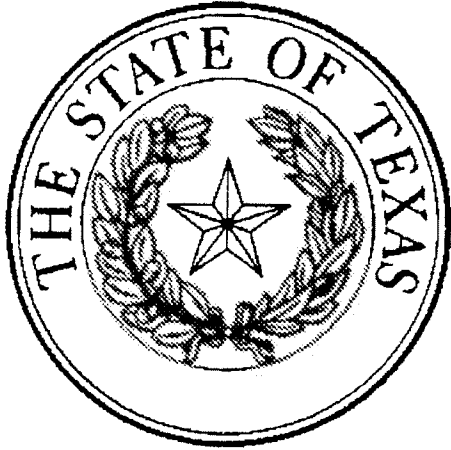
Effective:07/31/2003

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Gwyn Shea
Secretary of State

Office of the Secretary of State



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

PHONE(512) 463-5555
Prepared by: Lisa Sartin

FAX(512) 463-5709

TTV7 1 1
TRADEMARK
REEL: 004570 FRAME: 0951

**ARTICLES OF MERGER
MERCING
ALCAN PRODUCTS CORPORATION
ALCAN PRIMARY PRODUCTS CORPORATION
ALCAN FABRICATION CORPORATION
AND
ALCAN CORPORATION**

**FILED
In the Office of the
Secretary of State of Texas**

JUL 30 2003

Corporations Section

Pursuant to Article 5.01 of the Texas Business Corporation Act (the "TBCA"), Alcan Corporation ("Alcan Corporation"), Alcan Products Corporation ("Alcan Products"), Alcan Primary Products Corporation ("Alcan Primary"), and Alcan Fabrication Corporation ("Alcan Fabrication") (Alcan Products, Alcan Primary, and Alcan Fabrication collectively referred to herein as the "Texas Subsidiaries") hereby adopt the following Articles of Merger:

FIRST: The names and states of incorporation of each of the constituent corporations of the Merger (as hereinafter defined) are as follows:

Alcan Corporation	Texas
Alcan Products Corporation	Texas
Alcan Primary Products Corporation	Texas
Alcan Fabrication Corporation	Texas

SECOND: An Agreement and Plan of Merger, dated as of July 29, 2003, by and among Alcan Corporation and the Texas Subsidiaries (the "Plan of Merger"), has been approved and executed by each of the constituent corporations, as required by Article 5.03 of the TBCA, having been approved by (i) the board of directors and the sole shareholder of Alcan Corporation, and (ii) the board of directors and the sole shareholder of each of the Texas Subsidiaries. The Plan of Merger provides that certain assets and liabilities of Alcan Corporation shall be merged with and into the Texas Subsidiaries, while certain administrative assets and liabilities of Alcan Corporation shall be retained by Alcan Corporation (the "Merger").

THIRD: Approval of the Plan of Merger by the respective shareholders of Alcan Corporation and the Texas Subsidiaries is required under the TBCA.

Alcan Corporation has 1,000 shares of common stock issued and outstanding, all of which are entitled to vote on the Plan of Merger. By unanimous written consent, all shares gave consent in favor of the Plan of Merger.

Alcan Products Corporation has 1,000 shares of common stock issued and outstanding, all of which are entitled to vote on the Plan of Merger. By unanimous written consent, all shares gave consent in favor of the Plan of Merger.

Alcan Primary Products Corporation has 1,000 shares of common stock issued and outstanding, all of which are entitled to vote on the Plan of Merger. By unanimous written consent, all shares gave consent in favor of the Plan of Merger.

Alcan Fabrication Corporation has 1,000 shares of common stock issued and outstanding, all of which are entitled to vote on the Plan of Merger. By unanimous written consent, all shares gave consent in favor of the Plan of Merger.

FOURTH: The Plan of Merger has been duly authorized by all actions required by the laws of the State of Texas and by the constituent documents of Alcan Corporation and each of the Texas Subsidiaries.

FIFTH: The names and organizational forms of the surviving entities shall be Alcan Corporation, Alcan Products Corporation, Alcan Primary Products Corporation, and Alcan Fabrication Corporation, each a Texas corporation.

SIXTH: The Articles of Incorporation of Alcan Corporation, as a surviving entity, and the Articles of Incorporation of each of the Texas Subsidiaries, as surviving entities, shall not be affected by the Merger.

SEVENTH: The executed Plan of Merger is on file at the principal place of business of Alcan Corporation and the principal place of business of the Texas Subsidiaries, each located at:

6060 Parkland Blvd.
Cleveland Ohio 44124

EIGHTH: A copy of the Plan of Merger will be furnished by Alcan Corporation or any of the Texas Subsidiaries, upon written request and without cost, to any shareholder of any constituent corporation.

NINTH: A copy of the Plan of Merger will be furnished by Alcan Corporation or any of the Texas Subsidiaries, upon written request and without cost, to any creditor or obligee of Alcan Corporation or any of the Texas Subsidiaries existing at the time of the Merger.

TENTH: Alcan Corporation will be responsible for the payment of all fees and franchise taxes and will be obliged to pay such fees and franchise taxes if the same are not timely paid.

ELEVENTH: These Articles of Merger shall be effective on July 31, 2003.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Alcan Corporation and the Texas Subsidiaries have each caused these Articles of Merger to be signed by a duly authorized person as of the 29th day of July, 2003.

ALCAN CORPORATION

By: *Martha F. Brooks*
Name: Martha F. Brooks
Title: President

"TEXAS SUBSIDIARIES"

ALCAN PRODUCTS CORPORATION

By: *William H. Jairots*
Name: William H. Jairots
Title: Vice President, General Counsel, and Secretary

ALCAN PRIMARY PRODUCTS CORPORATION

By: *Mathieu Bergeron*
Name: Mathieu Bergeron
Title: Secretary

ALCAN FABRICATION CORPORATION

By: *Charles R. Aley*
Name: Charles R. Aley
Title: Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as July 29, 2003, is made and entered into by and among Alcan Corporation, a Texas Corporation ("Alcan Corporation"), and Alcan Products Corporation ("Alcan Products"), Alcan Primary Products Corporation ("Alcan Primary"), and Alcan Fabrication Corporation ("Alcan Fabrication"), each a Texas corporation (Alcan Products, Alcan Primary, and Alcan Fabrication collectively referred to herein as the "Texas Subsidiaries" and Alcan Corporation and the Texas Subsidiaries collectively referred to herein as the "Parties").

W I T N E S S E T H:

A. WHEREAS, Alcan Corporation and the Texas Subsidiaries are each corporations organized and existing under the laws of the State of Texas; and

B. WHEREAS, each of the Texas Subsidiaries is a wholly-owned corporate subsidiary of Alcan Corporation; and

C. WHEREAS, the board of directors of Alcan Corporation and the board of directors of each of the Texas Subsidiaries have determined that it is advisable to and in the best interests of the Parties to (i) merge certain assets and liabilities of Alcan Corporation with and into the Texas Subsidiaries, and (ii) retain certain administrative assets and administrative liabilities in Alcan Corporation (such merger hereinafter referred to as the "Merger") in accordance with Article 5.01 of the Texas Business Corporation Act (the "TBCA"), as the Merger will facilitate certain business objectives of the Parties, including (i) the integration of certain domestic business units, (ii) positioning segments within such business units to compete for new market share, and (iii) generating additional revenue and cost savings opportunities; and

D. WHEREAS, it is the express intention of the Parties that (i) Alcan Corporation, the sole shareholder of each of the Texas Subsidiaries, remain the sole shareholder of each of the Texas Subsidiaries as a result of the Merger and this Agreement, and (ii) Alcan Corporation and each of the Texas Subsidiaries will survive the Merger; and

NOW, THEREFORE, in consideration of the mutual premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Merger.

(a) The Merger shall become effective upon the beginning of business on July 31, 2003 (the "Effective Date").

(b) On the Effective Date and by virtue of the Merger:

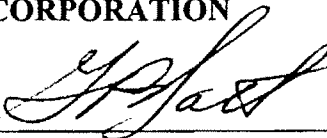
(i) Alcan Corporation shall be merged with and into the Texas Subsidiaries, whereby Alcan Corporation and each of the Texas Subsidiaries shall survive the Merger and continue their existence as corporations governed by the laws of the State of Texas. The entity name of Alcan Corporation and each of the Texas Subsidiaries shall not be affected by the Merger;

(ii) the assets listed or described on Schedule 1 to this Agreement, which include substantially all assets owned or held by Alcan Corporation relating to its cable and engineered aluminum products operations immediately prior to the Effective Date (the "Cable Assets"), shall vest in Alcan Products;

(iii) the liabilities and obligations listed or described on Schedule 1 to this Agreement, which include substantially all liabilities and obligations attendant to or associated with the Cable Assets (the "Cable Liabilities"), shall become liabilities and obligations of Alcan Products;

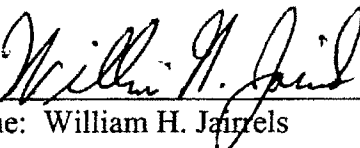
IN WITNESS WHEREOF, Alcan Corporation and the Texas Subsidiaries have each caused this Agreement to be signed by a duly authorized person as of the date first written above.

ALCAN CORPORATION

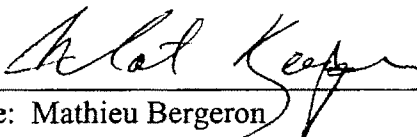
By: 
Name: Geoffrey P. Batt
Title: Vice President, Finance and Treasurer

"TEXAS SUBSIDIARIES"

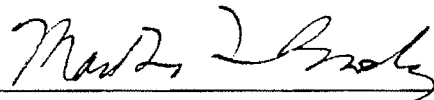
ALCAN PRODUCTS CORPORATION

By: 
Name: William H. Jarrrels
Title: Secretary

ALCAN PRIMARY PRODUCTS CORPORATION

By: 
Name: Mathieu Bergeron
Title: Secretary

ALCAN FABRICATION CORPORATION

By: 
Name: Martha Finn Brooks
Title: President

Schedule 1

Cable Assets and Liabilities

In connection with and by virtue of the Merger, all rights, title and interests to all real property, more specifically described on Annex A hereto (the "Real Property"), and all personal property, tangible and intangible, owned or held by Alcan Corporation in relation to cable and engineered aluminum products manufacturing and related activities (the "Cable Business") (such assets referred to herein collectively as the "Cable Assets"), shall be allocated to and vested in Alcan Products, including, without limitation, the following Cable Assets:

3. all interests in intellectual property used exclusively in connection with the Cable Business and not otherwise subject to a Joint Research and Technical Assistance Agreement;