

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/29/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMIDA INDUSTRIES, INC.		07/29/2011	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	GENIE INDUSTRIES, INC.		
Street Address:	18340 NE 76th STREET		
City:	REDMOND		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1154556	MORRISON'S	
Registration Number:	2499795	MULLER MIXER	
CORRESPONDENCE DATA			
Fax Number:	(248)358-3351		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-358-4400		
Email:	iredman@brookskushman.com		
Correspondent Name:	Leon E. Redman		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	TERT 0100 A		
NAME OF SUBMITTER:	LEON REDMAN		

CH \$65.00 1154556

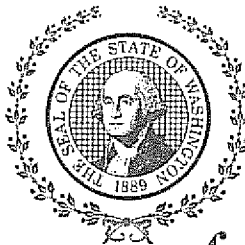
900198856

**TRADEMARK
 REEL: 004597 FRAME: 0450**

Signature:	/LEON E. REDMAN/
Date:	08/04/2011
Total Attachments: 6 source=AMIDA to GENIE INDUSTRIES INC -WA- MERGER (2)#page1.tif source=AMIDA to GENIE INDUSTRIES INC -WA- MERGER (2)#page2.tif source=AMIDA to GENIE INDUSTRIES INC -WA- MERGER (2)#page3.tif source=AMIDA to GENIE INDUSTRIES INC -WA- MERGER (2)#page4.tif source=AMIDA to GENIE INDUSTRIES INC -WA- MERGER (2)#page5.tif source=AMIDA to GENIE INDUSTRIES INC -WA- MERGER (2)#page6.tif	

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

GENIE INDUSTRIES, INC.

WA Profit Corporation
UBI: 578-077-413
Filing Date: July 29, 2011

Merging Entities:

Not Qualified in WA AMIDA INDUSTRIES INC



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 004597 FRAME: 0452

FILED
SECRETARY OF STATE

JUL 29 2011

STATE OF WASHINGTON

ARTICLES OF MERGER
OF
AMIDA INDUSTRIES, INC.
AND
GENIE INDUSTRIES, INC.

To the Secretary of State
State of Washington

Pursuant to the provisions of the Washington Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. The following Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging AMIDA INDUSTRIES, INC. with and into GENIE INDUSTRIES, INC. adopted by written consent the Board of Directors of AMIDA INDUSTRIES, INC. on July 27, 2011 and adopted by written consent of the Board of Directors of GENIE INDUSTRIES, INC. on July 27, 2011.

2. The merger was approved by the shareholders of GENIE INDUSTRIES, INC. pursuant to the provisions of Section 23B.11.030 of the Washington Business Corporation Act.

3. The merger of AMIDA INDUSTRIES, INC. with and into GENIE INDUSTRIES, INC. is permitted by the laws of the jurisdiction of organization of AMIDA INDUSTRIES, INC. and has been authorized in compliance with said laws.

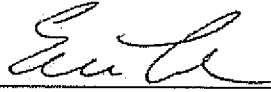
4. GENIE INDUSTRIES, INC. will continue its existence as the surviving corporation under its present name, GENIE INDUSTRIES, INC. pursuant to the provisions of the Washington Business Corporation Act.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

5. The effective time and date of the merger herein provided for in the State of Washington shall be upon filing.

Executed on July 27, 2011

AMIDA INDUSTRIES, INC.

By: 

Name: Eric I Cohen

Capacity: Vice President and Secretary

GENIE INDUSTRIES, INC.

By: 

Name: Eric I Cohen

Capacity: Vice President and Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made as of this 27th day of July, 2011, between Genie Industries, Inc., a Washington Limited Liability Company (the "Company"), and Amida Industries, Inc. an South Carolina corporation ("Amida Industries").

RECITALS

The sole member of the Company and the directors and sole shareholder of Amida Industries deem it advisable and in the best interests of the Company and Amida Industries to merge Amida Industries with and into the Company (the "Merger") pursuant to the South Carolina Business Corporation Act (the "SCBCA") and the Washington Business Corporation Act ("WBCA").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties agree as follows:

1. The Merger.

1.1 Effect of the Merger. In accordance with the provisions of this Agreement, and other applicable provisions of the SCBCA and the WBCA, at the Effective Time (as defined in Section 1.2), Amida Industries shall be merged with and into the Company, the separate existence of Amida Industries shall cease and the Company as the surviving entity of the Merger shall continue its existence under the laws of the State of Washington. Pursuant to the Merger, the Company shall possess all of the rights, privileges, powers and franchises, if any, of Amida Industries and shall be subject to all of the restrictions, disabilities, duties and liabilities, if any of Amida Industries; all rights, privileges, powers and franchises of Amida Industries, and all property, whether real, personal or mixed, belonging to Amida Industries shall vest in the Company; and all property rights, privileges, powers and franchises and every other interest shall thereafter be the property of the Company as they were of Amida Industries, and the title to any real estate vested by deed or otherwise in Amida Industries shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of Amida Industries shall be preserved unimpaired, and all debts, liabilities and duties of Amida Industries shall thenceforth attach to the Company and shall be enforced against the Company to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Company.

1.2 Effective Time of the Merger. The Merger shall be effective upon filing.

2. Surviving Entity. The Company shall survive the Merger and shall continue to be governed by the laws of the State of Washington. The separate existence of Amida Industries shall cease at the Effective Time.

3. Governance of the Surviving Entity. The Certificate of Incorporation and the Bylaws of the Company, as they exist at the Effective Time, shall be the Certificate of Incorporation and the Bylaws of the Company following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

4. Cancellation of Interests. At the Effective Time, all outstanding shares of Amida Industries common and preferred stock shall be cancelled and shall not be converted into any securities of the Company.

5. Conditions to Closing. Consummation of the Merger as set forth in this Agreement is subject to the approval of this Agreement by (i) the sole shareholder and the directors of Amida Industries, (ii) and the sole shareholder and directors of the Company.

6. Termination or Abandonment of the Merger. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the sole member of the Company if the sole member shall determine for any reason that consummation of the transaction contemplated hereby would be inadvisable or not in the best interests of the Company.

7. Amendments. At any time prior to the Effective Time, the parties hereto may by written agreement amend, modify or supplement any provision of this Agreement; provided, however, that no such amendment, modification or supplement may be made which would alter or change (i) any of the terms of the Certificate of Formation of the Company; or (ii) any of the terms and conditions of this Agreement if such alteration or change would adversely affect holders of equity interests of any of the constituent entities.

8. Governing Law. This Agreement shall be construed, enforced and governed in accordance with the laws of the State of Washington.


9. Headings. The headings set forth herein are for convenience only and shall not be used in interpreting the text of the sections in which they appear.

10. Successors and Assigns. This Agreement may not be assigned by any party without the consent of all the other parties hereto, and this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and Amida Industries have executed this Agreement as of the date first written above.

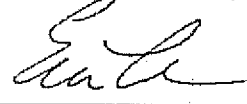
GENIE INDUSTRIES, INC.

By: 

Name: Eric I Cohen

Title: Vice President and Secretary

AMIDA INDUSTRIES, INC.

By: 

Name: Eric I Cohen

Title: Vice President and Secretary