

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/03/2004		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	U.S.A. Fastener Manufacturing, Inc.		11/30/2004
			CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	U.S.A. Fastener Group, Inc.		
Street Address:	1300 Gazin St.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77020		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2965236	UFM
CORRESPONDENCE DATA			
Fax Number:	(708)366-5043		
Phone:	7088286130		
Email:	riggs@riggs.pro		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Charles T. Riggs Jr.		
Address Line 1:	551 Forest Ave.		
Address Line 4:	River Forest, ILLINOIS 60305		
ATTORNEY DOCKET NUMBER:	UFG-T001		
NAME OF SUBMITTER:	Charles T. Riggs Jr.		

OP \$40.00 2965236

Signature:	/Charles T. Riggs Jr./
Date:	01/05/2012
Total Attachments: 7 source=usamfg#page1.tif source=usamfg#page2.tif source=usamfg#page3.tif source=usamfg#page4.tif source=usamfg#page5.tif source=usamfg#page6.tif source=usamfg#page7.tif	



## 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

U.S.A. Fastener Manufacturing, Inc.  
Domestic Business Corporation  
[Filing Number: 800258253]

Into

U.S.A. Fastener Group, Inc.  
Domestic Business Corporation  
[Filing Number: 800077516]

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: 12/03/2004

Effective: 12/03/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

~~FILED~~  
In the Office of the  
Secretary of State of Texas  
DEC 03 2004  
Corporations Section

**ARTICLES OF MERGER**  
**MERGING**  
**U S A FASTENER MANUFACTURING, INC.**  
**(a Texas corporation)**  
**INTO**  
**U S A FASTENER GROUP, INC.**  
**(a Texas corporation)**

Pursuant to the applicable provisions of the Texas Business Corporation Act, the undersigned corporations hereby execute and deliver the following Articles of Merger:

**ARTICLE I.**

The names of the corporations proposing to merge and the names of the states under the laws of which such corporations are organized are as follows:

<u>Name of Corporation:</u>	<u>State of Incorporation:</u>
U S A FASTENER MANUFACTURING, INC.	Texas
U S A FASTENER GROUP, INC.	Texas

**ARTICLE II.**

The laws of the State of Texas, under which such corporations are organized, permit such Merger.

**ARTICLE III.**

The name of the Surviving Corporation is U S A FASTENER GROUP, INC., and it shall be governed by the laws of the State of Texas.

**ARTICLE IV.**

The Plan of Merger, which was approved by the stockholders of each of the corporations that is a party to the Merger in the manner prescribed by the Texas Business Corporation Act, is set forth in the Agreement and Plan of Merger attached as Exhibit "A" hereto and incorporated herein for all purposes.

**ARTICLE V.**

As to each of the corporations that is a party to the Merger, the designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger is as follows:

Name of Corporation:	Number of Shares Outstanding:	<u>Entitled to Vote as a Class:</u>	
		Designation of Class:	Number Shares:
U S A FASTENER MANUFACTURING, INC.	1,000	Common	1,000
U S A FASTENER GROUP, INC.	100	Common	100

**ARTICLE VI.**

As to each of the corporations that is a party to the Merger, the number of votes cast for and against the Plan of Merger by each voting group entitled to vote separately on the Plan of Merger is as follows:

Name of Corporation:	<u>Entitled to Vote as a Class:</u>				
	Total Voted For:	Total Voted Against:	Class:	Voted For:	Voted Against:
U S A FASTENER MANUFACTURING, INC.	1,000	-0-	Common	1,000	-0-
U S A FASTENER GROUP, INC.	100	-0-	Common	100	-0-

**ARTICLE VII.**

The constituent corporations of the proposed Merger have complied with all provisions of the laws of the State of Texas applicable to the proposed Merger, including the provision in Article 5.04A(6) of the Texas Business Corporation Act requiring that the plan of merger be duly authorized by all action required by the laws under which each corporation is in incorporated or organized and by its constituent documents.

**IN WITNESS WHEREOF**, the undersigned corporations have caused these Articles of Merger to be executed effective November 30 A.D. 2004 by their respective officers thereunto duly authorized.

U S A FASTENER MANUFACTURING, INC.

By: Michael C. Dierschke  
Michael C. Dierschke, President

U S A FASTENER GROUP, INC.

By: Michael C. Dierschke  
Michael C. Dierschke, President

**EXHIBIT "A"**  
**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (referred to herein as the "Merger Agreement") is entered into as of the date hereinafter set forth by and between U S A FASTENER GROUP, INC., a Texas corporation (referred to herein as "USAFG" or the "Surviving Corporation"), and U S A FASTENER MANUFACTURING, INC., a Texas corporation (referred to herein as "USAFM" or the "Merging Corporation") (USAFG and USAFM being sometimes referred to collectively herein as the "Constituent Corporations").

**WITNESSETH:**

**WHEREAS**, USAFM is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on October 14, 2003, and USAFG is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on April 15, 2002; and

**WHEREAS**, the total number of shares of stock which USAFG is authorized to issue is ONE MILLION (1,000,000) shares of common stock, having a par value of TEN (\$0.10) CENTS per share; ONE HUNDRED (100) shares of which are issued and outstanding; and

**WHEREAS**, the total number of shares of stock which USAFM is authorized to issue is ONE THOUSAND (1,000) shares of common stock, having a par value of ONE AND NO/100 (\$1.00) DOLLAR per share; ONE THOUSAND (1,000) shares of which are issued and outstanding; and

**WHEREAS**, the business purposes for effecting the merger include, without limitation, the following considerations: (a) the shareholders of the Constituent Corporations are the same; and (b) economies of scale will be obtained by the merger;

**WHEREAS**, the respective Boards of Directors of USAFG and USAFM have determined that it is advisable and in the best interest of the Constituent Corporations and their respective shareholders that USAFM be merged with and into USAFG on the terms herein set forth (referred to herein as the "Merger"); and

**WHEREAS**, the respective Boards of Directors of USAFG and USAFM have approved and adopted this Merger Agreement as a plan of reorganization within the provisions of the Internal Revenue Code of 1986 (referred to herein as the "Code"), as amended;

**NOW, THEREFORE**, in consideration of the premises and the mutual provisions, agreements, representations, warranties and covenants herein contained, the parties hereto hereby agree as follows:

**ARTICLE I**  
**PLAN OF MERGER**

1.1. The Merger. The Constituent Corporations will cause Articles of Merger in substantially the form attached hereto (the "Articles of Merger") to be signed, verified and delivered to the Secretary of State of the State of Texas in accordance with the applicable provisions of the laws of the State of Texas, including the provision in Article 5.04A(6) of the Texas Business Corporation Act requiring that the plan of merger be duly authorized by all action required by the laws under which each corporation is incorporated or organized and by its constituent documents. At the Effective Time of the Merger (as said term is hereinafter defined), the Merging Corporation shall be merged with and into the Surviving Corporation for federal tax purposes.

1.2. Effective Time of the Merger. For purposes of Federal tax law and, unless otherwise required by applicable statute, for any and all other purposes, the effective date for the merger shall be November 30, 2004 (the "Effective Time of the Merger"), the date substantially all of the property of USAFM has been transferred to USAFG and USAFM ceases all operations, other than liquidating activities.

1.3. Effect of Merger. At the Effective Time of the Merger: (a) the separate existence of the Merging Corporation shall cease, except to the extent otherwise provided by applicable law, whereupon the Merging Corporation and the Surviving Corporation shall be and become one single corporation, which shall be the Surviving Corporation; (b) the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Corporations; (c) all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, including subscriptions to shares and subscriptions for stock, and all other choses or things in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be vested in, and shall be taken and deemed to be vested in, the Surviving Corporation without further act or deed and without any transfer or assignment having occurred; (d) all property, rights and privileges, powers and franchises and all and every other interest shall be as effectually the property of the Surviving Corporation as they were of each of the Constituent Corporations; (e) the title to any real estate, or interest therein, whether vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; (f) the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; (g) any claim existing, or action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding; (h) neither the rights of creditors nor any liens upon any property of either of the Constituent Corporations shall be impaired by the Merger; and (i) all debts, liabilities and duties of each of the Constituent Corporations shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.4. Additional Documents. As and when requested by the Surviving Corporation or by its successors or assigns, the Merging Corporation hereby agrees from time-to-time after the Effective Date of the Merger to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of such Merging Corporation acquired or to be acquired by reason of or as a result of the Merger to be consummated pursuant to this Merger Agreement and otherwise to carry out the intent and purposes of this Merger Agreement and the proper officers and directors of the Merging Corporation are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

1.5. Articles of Incorporation. At the Effective Time of the Merger, the Articles of Incorporation of USAFG, as existing and constituted immediately prior to Effective Time of the Merger, shall become the Articles of Incorporation of the Surviving Corporation and, thereafter, shall be and constitute the Articles of Incorporation of the Surviving Corporation until amended in the manner provided in such Articles of Incorporation or under applicable law.

1.6. Bylaws. At the Effective Time of the Merger, the Bylaws of USAFG, as existing and constituted immediately prior to Effective Time of the Merger, shall become the Bylaws of the Surviving Corporation and, thereafter, shall be and constitute the Bylaws of the Surviving Corporation until amended, modified or repealed in the manner provided in the Articles of Incorporation of the Surviving Corporation, in such Bylaws or under applicable law.

1.7. Officers and Directors. At the Effective Time of the Merger, the duly elected, qualified and acting directors and officers of USAFG immediately prior to the Effective Time of the Merger shall continue to be the directors and officers of the Surviving Corporation, each to hold such office(s) and to serve in such capacity(ies) until his successor is duly elected and qualified and/or his term of office expires or terminates in accordance with and subject to the Articles of Incorporation of the Surviving Corporation, the Bylaws of the Surviving Corporation or under applicable law.

1.8. Capital Stock of the Constituent Corporations. The respective designations, numbers of outstanding shares and voting rights of each class of capital stock of the Constituent Corporations issued and outstanding as of the date of this Agreement are as follows: (a) the authorized capital stock of USAFG consists of ONE MILLION (1,000,000) shares of common stock, having a par value of TEN (\$0.10) CENTS (the "USAFG Stock"), of which ONE HUNDRED (100) shares are issued and outstanding, which number shall not be changed prior to the Effective Time of the Merger, and the holders of USAFG Stock are entitled to vote as one class upon the Merger; and (b) the authorized capital stock of USAFM consists of ONE THOUSAND (1,000) shares of common stock, having a par value of ONE AND NO/100 (\$1.00) DOLLARS (the "USAFM Stock"), of which ONE THOUSAND (1,000) shares are issued and outstanding, which

number shall not be changed prior to the Effective Time of the Merger, and the holders of USAFM Stock are entitled to vote as one class upon the Merger.

1.9 Conversion of Shares. At the Effective Time of Merger, each share of USAFM Stock that was issued and outstanding immediately prior to the Effective Date of the Merger, by virtue of the Merger contemplated hereby, shall be exchanged for nine-tenths (9/10) of one share of USAFG Stock. At and immediately after the Effective Time of the Merger there shall be issued and outstanding ONE THOUSAND (1,000) shares of USAFG Stock, which shall constitute all of the issued and outstanding shares of the Surviving Corporation.

## ARTICLE II TERMS, CONDITIONS, AND PROCEDURES PRIOR TO EFFECTIVE DATE

2.1. This Agreement shall be submitted for approval separately to the shareholders of the Constituent Corporations in the manner provided by the laws of the State of Texas.

2.2 No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

2.3 All corporate and other proceedings and actions taken in connection with the transactions contemplated and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Surviving Corporation.

2.4 Pending consummation of the merger, each of the Constituent Corporations will carry on its business in substantially the same manner as prior to the date of this Agreement and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its good will in relationships with customers and others transacting business with the corporation.

2.5 (a) If the merger set forth in this Agreement is consummated, the Surviving Corporation shall pay all costs and expenses of the merger.

(b) If the merger set forth in this Agreement is not consummated, each party to this Agreement shall pay its own costs and expenses incident to the contemplated merger.

## ARTICLE III GENERAL PROVISIONS

3.1. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated hereby.

3.2. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas.

3.3 If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, such provision shall be enforced to the greatest extent permitted by law, and such declaration shall not affect the validity of any other provision of this Agreement.

3.4 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent to any assignment of this contract by either USAFM or USAFG.

3.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be signed by facsimile and shall be deemed an original signature for purposes of execution of this Agreement.



IN WITNESS WHEREOF, the undersigned Constituent Corporations have caused this Merger Agreement to be executed effective November 30 A.D. 2004 by their respective officers thereunto duly authorized.

U S A FASTENER MANUFACTURING, INC.

By: Michael Dierschke  
Michael C. Dierschke, President

U S A FASTENER GROUP, INC.

By: Michael Dierschke  
Michael C. Dierschke, President