

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G&S Acquisition, Inc.		12/20/2002	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	G&S Acquisition, LLC		
Street Address:	101 West Ohio Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2017167	GILCHRIST & SOAMES	
Registration Number:	1162380	GILCHRIST & SOAMES	
CORRESPONDENCE DATA			
Fax Number:	(317)637-7561		
Phone:	317-634-3456		
Email:	lsweet@uspatent.com		
<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:	Woodard, Emhardt, Moriarty, McNett & Hen		
Address Line 1:	111 Monument Circle, Ste 3700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	20312-25		
NAME OF SUBMITTER:	Laurie Sweet		

OP \$65.00 2017167

Signature:	/lauriesweet/
Date:	02/27/2012
Total Attachments: 7 source=Merger from G&S Acq Inc to G&S Acq LLC#page1.tif source=Merger from G&S Acq Inc to G&S Acq LLC#page2.tif source=Merger from G&S Acq Inc to G&S Acq LLC#page3.tif source=Merger from G&S Acq Inc to G&S Acq LLC#page4.tif source=Merger from G&S Acq Inc to G&S Acq LLC#page5.tif source=Merger from G&S Acq Inc to G&S Acq LLC#page6.tif source=Merger from G&S Acq Inc to G&S Acq LLC#page7.tif	

State of Indiana
Office of the Secretary of State

CERTIFICATE OF MERGER

of

G & S ACQUISITION, L.L.C.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The following non-surviving entity(s):

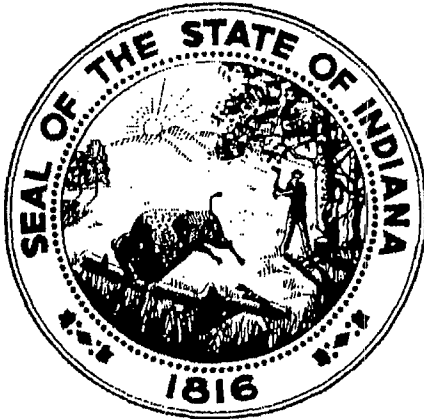
G&S ACQUISITION, INC.

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

G & S ACQUISITION, L.L.C.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, December 31, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 31, 2002.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

2002121600334 200-0-01,9

Wf 2002121600333

APPROVED
AND
FILED
IND. SECRETARY OF STATE

**ARTICLES OF MERGER OF
G & S ACQUISITION, INC. 1998051566
INTO
G & S ACQUISITION, LLC 2002121600333**

G & S Acquisition, Inc., an Indiana corporation (the "Merging Entity") and G & S Acquisition, LLC, an Indiana limited liability company (the "Surviving Entity"), desiring to give notice of corporate action effectuating the merger of the Merging Entity into the Surviving Entity pursuant to the Indiana Business Corporation Law, I.C. § 23-1-40-1 et seq. (the "IBCL") and the Indiana Business Flexibility Act, I.C. 23-18-7-1 et seq. (the "Law") and acting by their respective authorized agents, hereby certify the following facts:

I. NAME AND JURISDICTION OF MERGING ENTITIES

The Surviving Entity is an Indiana limited liability company organized under the Law in the State of Indiana under the name "G & S Acquisition, LLC". The Merging Entity is an Indiana corporation organized under the IBCL under the name "G & S Acquisition, Inc."

II. PLAN OF MERGER

The Merging Entity and the Surviving Entity have adopted a plan of merger which is contained in a certain Agreement of Merger ("Agreement of Merger"), a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof. The Agreement of Merger sets forth the parties and the terms and conditions of the merger. The effective date of the merger shall be 11:59 p.m., December 31, 2002.

III. MANNER OF ADOPTION AND VOTE

1. **Stock of Merging Entity; Board of Directors and Shareholders' Adoption.** The Merging Entity has One Thousand (1,000) shares of common capital stock authorized, without par value, Eight Hundred (800) of which are issued and outstanding and entitled to vote with respect to the merger. The Board of Directors and the shareholders of the Merging Entity adopted resolutions approving the Agreement of Merger by joint unanimous written consent to resolutions of the Board of Directors and Shareholders of the Merging Entity, duly executed to be effective as of December 31, 2002, all in accordance with law.

2. **Adoption by the Sole Manager and Member of the Surviving Entity.** The Manager and sole Member of the Surviving Entity adopted resolutions approving the Agreement of Merger by joint unanimous written consent to resolutions of the Manager and Sole Member of the Surviving Entity, duly executed to be effective as of December 31, 2002, all in accordance with the Law.

3. **Compliance with Legal Requirements.** The manner of the adoption and approval of the Agreement of Merger constitutes full legal compliance with the provisions of the IBCL, the Law, the Articles of Incorporation and By-Laws of the Merging Entity and the Articles of Organization and Operating Agreement of the Surviving Entity.

IN WITNESS WHEREOF, the duly authorized undersigned Officer of G & S Acquisition, Inc. and the duly authorized undersigned Manager of G & S Acquisition, LLC execute these Articles of Merger for and on behalf of such entities effective as of the 31st day of December, 2002.

G & S ACQUISITION, INC.

By: _____

Its: _____

"Merging Entity"

G & S ACQUISITION, LLC

BY: E & A INDUSTRIES, INC., ITS MANAGER

By: _____

Its: _____

"Surviving Entity"

EXHIBIT "A"

AGREEMENT OF MERGER

This Agreement of Merger is executed by and between G & S Acquisition, Inc., an Indiana corporation ("Corporation") and G & S Acquisition, LLC, an Indiana limited liability company ("LLC") (Corporation and LLC are hereby, collectively, referred to as the "Merging Entities").

RECITALS

A. Corporation is a corporation organized and existing under the laws of the State of Indiana, with an authorized capital stock consisting of One Thousand (1,000) shares of common capital stock, without par value, of which Eight Hundred (800) shares are issued and outstanding.

B. LLC is a limited liability company organized and existing under the laws of the State of Indiana.

C. The Board of Directors and Shareholders of Corporation and the Manager and Members of LLC deem it advisable and in the best interests of each of the Merging Entities that Corporation be merged into LLC and the Merging Entities respectively desire that they so merge under and pursuant to the laws of the State of Indiana, as the same may apply (hereinafter referred to as the "Merger").

AGREEMENT

In consideration of the foregoing recitals, these premises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of prescribing the terms and conditions of the Merger, the Merging Entities hereby agree as follows:

1. **Merger.** Upon the approval of the Board of Directors and Shareholders of Corporation, and the Manager and Member of LLC, and the filing of all documents required by this Agreement and the laws of the State of Indiana, Corporation shall merge into LLC, which shall survive the merger (the "Surviving Entity"). The Surviving Entity shall remain subject to and governed by the laws of the State of Indiana, and its principal office shall remain at 101 West Ohio Street, Suite 1350, Indianapolis, Indiana 46204.

2. **Effective Date of Merger.** The effective time and date of the Merger shall be 11:59 p.m, December 31, 2002 (the "Effective Date"). On the Effective Date of the Merger, the separate existence of Corporation shall cease and Corporation shall be merged into the Surviving Entity.

3. **Articles of Organization.** The Articles of Organization of LLC shall be, and remain, the Articles of Organization of the Surviving Entity.

4. **Name.** The name of the Surviving Entity shall be "G & S Acquisition, LLC".
5. **Operating Agreement.** The Operating Agreement of LLC at the Effective Date of the Merger shall be the Operating Agreement of the Surviving Entity.
6. **Manager and Officers.** The Manager of LLC upon and following the Effective Date of the Merger shall be E & A Industries, Inc., 101 West Ohio Street, Suite 1350, Indianapolis, Indiana 46204. As provided by law and the Operating Agreement of the Surviving Entity, the officers of the Surviving Entity shall be those persons who were the officers of LLC immediately preceding the Merger.
7. **Conversion of Shares and Membership Interests in the Merger.** The manner and basis of converting the shares of Corporation, and the membership interests of LLC, into the membership interests of the Surviving Entity are as follows:
- (a) **Corporation's Common Capital Stock.** Upon the Effective Date of the Merger, all of the presently issued and outstanding shares of stock of Corporation shall be deemed canceled in exchange for membership interests in the Surviving Entity and the shareholders of Corporation prior to the Merger shall surrender their stock to Corporation; and
- (b) **LLC's Member Interests.** Upon the Effective Date of the Merger, all of the membership interests of LLC shall be deemed canceled in exchange for membership interests in the Surviving Entity and the membership of the Surviving Entity shall be as set forth on Exhibit "A" of the Operating Agreement of the Surviving Entity.
8. **Effect of the Merger.** At the Effective Date of the Merger, the Surviving Entity shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges and immunities, powers and franchises, both of a public and private nature, and be subject to all the restrictions, disabilities and duties of, each of the Merging Entities, and all the rights, privileges, immunities, powers and franchises of each of the Merging Entities, and all property, real, personal and mixed, and all debts due to any of said Merging Entities of whatever account, for stock subscriptions, as well as for all other things in action or belonging to each of said Entities, shall be vested in the Surviving Entity; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of the respective Merging Entities; and the title to any real estate or leasehold interest vested by deed, lease or otherwise in any of said Merging Entities 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 either of the Merging Entities shall be preserved, unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Merging Entities, respectively, shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or

contracted by the Surviving Entity.

9. **Accounting Matters.** The assets and liabilities of the Merging Entities as of the Effective Date of the Merger shall be taken up on the books of the Surviving Entity at the amounts at which they were carried at that time on the books of the respective Merging Entities.

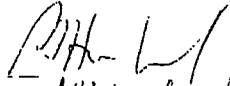
10. **Approval of Shareholders and Member; Filing of Articles of Merger.** This Agreement shall be submitted to the Shareholders of Corporation and the Member of LLC as provided by law. After approval and adoption of this Agreement, and subject to the conditions contained in this Agreement, Articles of Merger in the form prescribed by the laws of the State of Indiana shall be filed with the Secretary of State of Indiana, and with such other governmental offices as may be required by the laws of the State of Indiana.

11. **Termination.** This Agreement may be terminated at any time before the Effective Date of the Merger, whether before or after the approval and adoption of this Agreement by the Shareholders of Corporation or Members of LLC, by the mutual consent of the Board of Directors of Corporation and Manager of LLC. Upon any such termination, no party shall have any liability or obligation to the other.

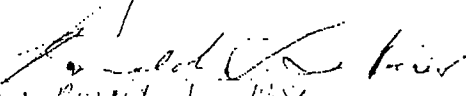
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The foregoing Agreement of Merger is hereby executed by each Merging Entity by its duly authorized officer on this 7th day of December, 2002.

G & S ACQUISITION, LLC
BY: E & A INDUSTRIES, INC., ITS MANAGER

By: 
Printed: Andrew D. Hinton
Title: President

G & S ACQUISITION, INC.

By: 
Printed: Regina K. Bisc
Title: Secretary / Treasurer

This instrument was prepared by: Scott E. Tarter
Henderson Daily Withrow & DeVoe
One Indiana Square, Suite 2600
Indianapolis, Indiana 46204
(317) 639-4121