

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/21/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Polar Ware Company		05/17/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	PW Acquisition, L.L.C.
Street Address:	1236 North 18th St.
Internal Address:	PO Box 611
City:	Sheboygan
State/Country:	WISCONSIN
Postal Code:	53082
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85389162	EDGEPRO
Serial Number:	85476814	POLAR WARE SINCE 1907
Registration Number:	3715591	ADVANTEDGE
Registration Number:	3680233	GRIP-N-LIFT
Registration Number:	3676945	ONE PAN YOU CAN HANDLE
Registration Number:	2358317	POLAR WARE
Registration Number:	3676949	THE EDGE
Registration Number:	3676944	THE EDGE

CORRESPONDENCE DATA

Fax Number: 4142715770
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 414-271-7590
Email: kristenl@andruslaw.com
Correspondent Name: Andrus, Scales, Starke & Sawall, LLP
Address Line 1: 100 E. Wisconsin Ave.
Address Line 2: Suite 1100
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	5879-00003
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NAME OF SUBMITTER:	Christopher M. Scherer
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Signature:	/Christopher M. Scherer/
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Date:	05/21/2012
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Total Attachments: 4

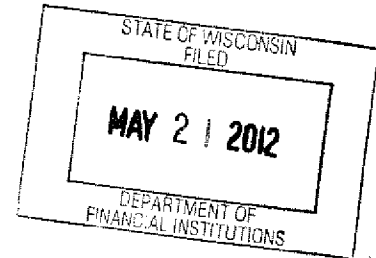
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MAY 17 2012

WISCONSIN
DFI

ARTICLES OF MERGER
of
POLAR WARE COMPANY
and
PW ACQUISITION, L.L.C.



The undersigned sole member of PW Acquisition, L.L.C., a Wisconsin limited liability company, pursuant to Sections 183.1204 and 180.1105 of the Wisconsin Statutes, hereby certifies as follows:

1. Pursuant to that certain Plan of Merger (the "Plan of Merger"), Polar Ware Company, a Wisconsin corporation (the "Company"), will be merged with and into PW Acquisition, L.L.C., a Wisconsin limited liability company ("Buyer"), with Buyer as the surviving entity (the "Merger"). The Plan of Merger is attached hereto as Exhibit A and made a part hereof.
2. PW Acquisition, L.L.C., a Wisconsin limited liability company, is the surviving entity in the Merger (the "Surviving Entity").
3. The Plan of Merger was adopted and approved by the Board of Directors of the Company and approved by the shareholders of the Company as of April 4, 2012 in accordance with Section 180.1103 of the Wisconsin Statutes.
4. The Plan of Merger was adopted and approved by the sole member of Buyer as of April 3, 2012 in accordance with Section 183.1202 of the Wisconsin Statutes.
5. The executed Plan of Merger is on file at the principal place of business of the Surviving Entity.
6. The Surviving Entity will provide a copy of the Plan of Merger, upon request and without cost, to any shareholder or member of an entity that was a party to the Merger or, upon payment to the Surviving Entity of an amount equal to the cost of producing the copy, to any other interested person.
7. The Articles of Organization of Buyer, as in effect immediately prior to the effectiveness of the Merger, will be the Articles of Organization of the Surviving Entity, and there are no amendments to such Articles of Organization being made in connection with the Merger.
8. The Company has a fee simple ownership interest in Wisconsin real estate.
9. The Surviving Entity is not a domestic or foreign business corporation or limited liability company that is an indirect wholly owned subsidiary or parent for purposes of Section 180.11045 of the Wisconsin Statutes.
10. The Merger shall become effective at the open of business on May 21, 2012.

IN WITNESS WHEREOF, PW Acquisition, L.L.C. has caused these Articles of Merger to be executed as of May 17, 2012.

PW Acquisition, L.L.C.

By: The Vollrath Company, L.L.C., Sole Member

By: 
Paul Bartelt, CEO



This instrument was drafted by:
J.B. Koenings
O'Neil, Cannon, Hollman, DeJong, & Laing S.C.
111 East Wisconsin, Avenue, Suite 1400
Milwaukee, Wisconsin 53202

[Signature Page to Articles of Merger]

PLAN OF MERGER
merging
POLAR WARE COMPANY
(a Wisconsin corporation)
with and into
PW ACQUISITION, L.L.C.
(a Wisconsin limited liability company)

BACKGROUND

PW Acquisition, L.L.C., a Wisconsin limited liability company ("Buyer"), Polar Ware Company, a Wisconsin corporation (the "Company"), the shareholders of the Company (each, a "Shareholder," and collectively, the "Shareholders") and The Vollrath Company, L.L.C., a Wisconsin limited liability company, are parties to a Merger Agreement dated April 5, 2012 (the "Merger Agreement").

The Merger Agreement provides for the merger of the Company with and into Buyer upon the terms and conditions set forth in the Merger Agreement and this Plan of Merger (this "Plan") and pursuant to Chapters 180 and 183 of the Wisconsin Statutes. The Company, Buyer and the Shareholders may be collectively referred to herein as the "Parties," or individually as a "Party."

TERMS AND CONDITIONS

1. At the Effective Time (as hereinafter defined), the Company shall merge with and into Buyer (the "Merger"), and Buyer shall survive the Merger and continue its existence as a limited liability company organized under the laws of the State of Wisconsin (the "Surviving Entity"). The limited liability company identity, existence, purpose, powers, franchises, rights and immunities of the Surviving Entity shall continue unaffected and unimpaired by the Merger. The separate corporate identity and existence of the Company, except insofar as it may be continued by reason of Wisconsin law, shall cease upon the Merger becoming effective and thereupon the Company and the Surviving Entity shall become a single entity.

2. At the Effective Time, the Surviving Entity shall, without other transfer, succeed to and have all of the rights, privileges, immunities and franchises of the Company; the Surviving Entity shall be subject to all of the restrictions, liabilities and duties of the Company; all property, real, personal and mixed, intellectual property and rights relating thereto, and all debts due to the Company on whatever account, shall be vested in the Surviving Entity; and all property, rights, privileges, powers, franchises and each and every other interest shall be thereafter as effectively the property of the Surviving Entity as they were of the Company.

3. The Merger shall become effective at the open of business on May 21, 2012 (the "Effective Time").

4. Upon the terms and subject to the conditions of the Merger Agreement, at the Effective Time, by virtue of the Merger and without any further action on the part of the Company, Buyer or the Shareholders, each issued and outstanding share of any class of stock of the Company ("Company Stock") held by a Shareholder shall be cancelled and extinguished and automatically converted into the right to receive cash in an equal amount per share (the "Merger Consideration"), which Merger Consideration shall be paid to the Shareholders at the Effective Time in accordance with and subject to the terms and conditions of the Merger Agreement.

5. Any share of Company Stock held in the treasury of the Company and each share of Company Stock held by the Company for its own account immediately prior to the Effective Time shall be canceled and extinguished at the Effective Time without any conversion thereof.

6. At the Effective Time, the Articles of Organization of Buyer, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity, and no amendments to such Articles of Organization shall be made in connection with the Merger.

7. At the Effective Time, the Operating Agreement of Buyer, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Entity.

8. At the Effective Time, the sole member of Buyer immediately prior to the Effective Time shall be the sole member of the Surviving Entity, in accordance with applicable law and the Operating Agreement of the Surviving Entity.

9. If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of the Company, the proper officers of Surviving Entity shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper, in the name and on behalf of the Company, if necessary or advisable, to vest such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Plan.