

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PW Acquisition, L.L.C.		05/31/2012	LIMITED LIABILITY COMPANY:

<b>RECEIVING PARTY DATA</b>	
Name:	PW Stoelting, 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: 17

Property Type	Number	Word Mark
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
Serial Number:	85389162	EDGEPRO
Serial Number:	85476814	POLAR WARE SINCE 1907
Registration Number:	2078031	AQUAFORCE
Registration Number:	1209616	
Registration Number:	2441290	HORIZON
Registration Number:	3830497	LIQUID LOCK
Registration Number:	1730643	OMNIJET

CH \$440.00 3715591

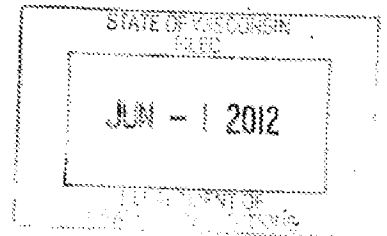
Registration Number:	1456170	STOELTING
Registration Number:	0823348	STOELTING
Registration Number:	2464365	VERSAFORCE
Serial Number:	85573226	NEARFIELD

**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, Sceales, 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,-00005
NAME OF SUBMITTER:	Christopher M. Scherer
Signature:	/Christopher M. Scherer/
Date:	06/05/2012

Total Attachments: 3  
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**PLAN OF MERGER**  
**STOELTING, LLC**  
**AND**  
**PW ACQUISITION, L.L.C.**

THIS PLAN OF MERGER (hereinafter the "Agreement"), is made and entered into as of May ~~21~~ 2012, by and between Stoelting, LLC, a Wisconsin limited liability company ("Stoelting") and PW Acquisition, L.L.C., a Wisconsin limited liability company ("PW Acquisition" and together with Stoelting, the "Constituent Companies").

**WITNESSETH:**

WHEREAS, Stoelting is a limited liability company duly organized and existing under the laws of the State of Wisconsin, having been organized on June 26, 2002 and PW Acquisition is a limited liability company duly organized and existing under the laws of the State of Wisconsin, having been organized on March 28, 2012;

WHEREAS, Stoelting is a wholly owned subsidiary of PW Acquisition; and

WHEREAS, the Managers and Members of the Constituent Companies, pursuant to Section 183.1202 of the Wisconsin Statutes, deem it advisable for the general welfare and advantage of the Constituent Companies that Stoelting be merged into PW Acquisition pursuant to this Agreement, and approve of the merger and desire for the Constituent Companies to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Wisconsin.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereby agree that Stoelting shall be merged into PW Acquisition, and PW Acquisition shall continue its existence and be the entity surviving the merger (and is hereinafter sometimes referred to as the "Surviving Company"), upon the terms and conditions of the merger hereby agreed upon (hereinafter referred to as the "Merger") which the Constituent Companies covenant to observe, keep and perform, and the mode of carrying the same into effect are and shall be as hereinafter set forth:

**ARTICLE I**  
**EFFECTIVE TIME OF MERGER**

Consummation of this Agreement shall be deemed effective on date of receipt by the Wisconsin Department of Financial Institutions (the "Effective Time"). At the Effective Time of the Merger, the separate existence of Stoelting shall cease and Stoelting shall be merged into PW Acquisition.

**ARTICLE II  
GOVERNING LAW; ARTICLES OF ORGANIZATION**

The laws of the State of Wisconsin shall govern the Surviving Company. The Articles of Organization of PW Acquisition shall, at the Effective Time of the Merger, remain in full force and effect, as the Articles of Organization of the Surviving Company, except that Article 1 shall be amended in its entirety to read "The name of the limited liability company is PW Stoelting, L.L.C."

**ARTICLE III  
OPERATING AGREEMENT**

The Operating Agreement of PW Acquisition at the Effective Time of the Merger shall remain the Operating Agreement of the Surviving Company until altered or amended in accordance with the provisions thereof.

**ARTICLE IV  
DIRECTORS AND OFFICERS**

The Directors and Officers of PW Acquisition at the Effective Time of the Merger shall be and remain the Directors and Officers of the Surviving Company and they shall hold their office until their respective successors are duly elected and qualified.

**ARTICLE V  
TREATMENT OF MEMBERSHIP INTERESTS IN THE MERGER**

At the Effective Time, by virtue of the Merger and without any action on the part of any holder of outstanding units of membership interest of Stoelting, all units of membership interest in Stoelting existing immediately prior to the Effective Time, whether issued and outstanding or held in treasury, shall be automatically cancelled and no units shall be issued to Stoelting as a result of the Merger, and no payment will be made with respect thereto.

**ARTICLE VI  
TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES**

From and after the Effective Time of the Merger, the Surviving Company shall be liable and responsible for all the liabilities and obligations of both Constituent Companies.

**ARTICLE VII  
EFFECT OF THE MERGER**

At the Effective Time, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, franchises and

powers both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies, and all the rights, privileges, immunities and powers of each of the Constituent Companies and all property, real, personal and mixed, and all debts due to either of Constituent Company on whatever account, and all other property and rights belonging to each Constituent Company shall be vested in the Surviving Company.

IN WITNESS WHEREOF, this Agreement has been signed and entered into by the Constituent Companies, all as of the day and year first above written.

STOELTING, LLC

By: PW Acquisition, L.L.C., Sole Member

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

By: Steven R. Heun  
Steven Heun, CFO

PW ACQUISITION, L.L.C.

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

By: Steven R. Heun  
Steven Heun, CFO

