

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/01/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	DATALOGIC AUTOMATION, INC.		07/01/2012
			Entity Type
			CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	ACCU-SORT SYSTEMS, INC.		
Street Address:	511 SCHOOL HOUSE ROAD		
City:	TELFORD		
State/Country:	PENNSYLVANIA		
Postal Code:	18969-1196		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	1959661	PPT VISION
	Registration Number:	4207609	PPT
	Registration Number:	2919704	IMPACT
CORRESPONDENCE DATA			
Fax Number:	6123713907		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612 371 3970		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM PLLP		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 2:	Connie Heikkila		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	PPT		

CH \$90.00 1959661

NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/connieheikkila/
Date:	10/30/2012
Total Attachments: 3 source=DATALOGIC_20121030092718#page1.tif source=DATALOGIC_20121030092718#page2.tif source=DATALOGIC_20121030092718#page3.tif	

PLAN OF MERGER AND MERGER AGREEMENT

This Plan of Merger and Merger Agreement ("Plan") is made and entered into effective upon the filing of the Articles of Merger with the offices of the Secretary of State of Kentucky and Pennsylvania, by and among:

Datalogic Automation, Inc., a Kentucky corporation ("Disappearing Corporation"),
and

Accu-Sort Systems, Inc., a Pennsylvania corporation ("Survivor"),

collectively referred to as the "Constituent Companies."

RECITALS

A. The Constituent Companies desire to effect a merger on the terms set forth in this Plan, pursuant to KRS §§ 271B.11-010 to 271B.11-040 and 15 Pa.C.S.A. §§ 1924 to 1929.

B. Immediately prior to the Effective Time of the Merger, and pursuant to a plan, Survivor acquired all the outstanding stock of Disappearing Corporation, pursuant to a certain Stock Purchase Agreement of even date herewith (the "Stock Purchase"). For federal income tax purposes, the parties intend that the Stock Purchase and the subsequent merger pursuant to this Plan shall collectively qualify as a tax-free reorganization under Section 368(a)(1)(D) of the Internal Revenue Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Transaction.

1.1 **Merger.** At the Effective Time (as defined in Section 1.4) and subject to the terms and conditions of this Agreement, the Disappearing Corporation shall be merged into Survivor as permitted by the laws of Pennsylvania and Kentucky and the separate existence of the Disappearing Corporation shall thereupon cease, in accordance with KRS § 271B.11-060 and 15 Pa.C.S.A. § 1929. Simultaneous with the Merger, the name of the Survivor shall be changed to Datalogic Automation, Inc.

1.2 **Surviving Entity.** Survivor will be the surviving entity in the Merger, and will continue to be governed by the laws of the State of Pennsylvania under its new name Datalogic Automation, Inc.

1.3 **Board of Directors and Shareholder Approval.** The execution, delivery, and performance by the Constituent Corporations of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of the Constituent Corporations. Combined Actions of the Board of Directors and Sole Shareholder by Unanimous Written Consent in Lieu of Meeting evidencing such approval and authorization have been placed in the Constituent Corporations' respective minute books.

1.4 **Effective Time.** The Constituent Companies will cause this Plan together with duly executed articles of merger (the "Articles of Merger") to be filed with the offices of the Secretary of State of the states of Pennsylvania and Kentucky as provided by applicable law. Subject to and in

accordance with the laws of Pennsylvania and Kentucky, the Merger will become effective at the date and time the Articles of Merger are filed with the offices of the Secretary of State of the states of Pennsylvania and Kentucky or other specified date in the Articles of Merger as permitted under the laws of Pennsylvania and Kentucky (the "Effective Time").

2. Effect of Merger.

2.1 **Assets and Liabilities.** As of the Effective Time, the Survivor shall possess all of the rights, privileges, powers, immunities, and franchises of each of the Disappearing Corporation; all of the assets of the Disappearing Corporation shall be transferred to and vested in the Survivor without further act or deed; and the Survivor shall be responsible for all liabilities of the Disappearing Corporation, all in the manner and with the effect set forth in KRS § 271B.11-060 and 15 Pa.C.S.A. § 1929. The Survivor covenants and warrants that it will accept and pay, and satisfy and discharge all such liabilities of the Disappearing Corporation.

2.2 **Conforming Actions.** The last acting officer of the Disappearing Corporation or the officers of Survivor may, in the name of the Disappearing Corporation, execute and deliver all such proper deeds, assignments, and other instruments, take all such further action as Survivor may deem appropriate to vest, perfect, or confirm in Survivor title to and possession of all assets acquired hereunder, and otherwise carry out the purposes of this Agreement.

2.3 Charter Documents.

(a) **Organizational Documents.** The Articles of Incorporation of Survivor as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of Survivor after the Effective Time. The Articles of Incorporation of the Disappearing Corporation then in existence shall have no further force or effect after the Effective Time.

(b) **Bylaws.** The Bylaws of Survivor as in effect immediately prior to the Effective Time shall be the Bylaws of Survivor after the Effective Time. The Bylaws of the Disappearing Corporation then in existence shall have no further force or effect after the Effective Time.

2.4 **Board of Directors and Officers.** From and after the Effective Time, the Board of Directors and Officers of Survivor shall continue to be the Board of Directors and Officers, respectively, of Survivor. Such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified. The officers of the Disappearing Corporation shall have no further authority or duty after the Effective Time.

2.5 **Cancellation of the Disappearing Corporation Stock.** At the Effective Time, by virtue of the Merger and without any further action on the part of any holder of any capital stock of the Disappearing Corporation, each issued and outstanding share of capital stock in the Disappearing Corporation shall be cancelled. The shares of the Disappearing Corporation are being cancelled without consideration.

2.6 **Status and Exchange of Survivor Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Survivor, each issued and outstanding share of capital stock of Survivor shall continue unchanged and remain outstanding as a share of capital stock of Survivor.

3. Miscellaneous.

3.1 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

3.3 Governing Law. This Plan shall be construed in accordance with the laws of the State of Pennsylvania applicable to contracts made to be performed entirely therein.

3.4 Integration. This Plan constitutes the entire agreement of the parties relating to the subject matter hereof. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Plan. This Plan supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter hereof.

3.5 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, including, without limitation, third-party beneficiary rights.

3.6 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Plan as of the date first written above.

DISAPPEARING CORPORATION:

DATALOGIC AUTOMATION, INC., a Kentucky corporation

By: 

R. Darrell Owen, President

SURVIVOR:

ACCU-SORT SYSTEMS, INC., a Pennsylvania corporation

By: 

Stanley Srigley, Vice President