

11/15/2012

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/31)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103651613

11-15-12

**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Barber-Greene Company

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 12/20/1990

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Telsmith, Inc.

Street Address: 10910 N. Industrial Drive

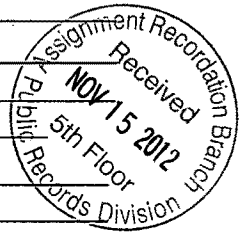
City: Mequon

State: WI

Country: USA Zip: 53092

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Wisconsin
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

0788439

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel, P.C.

Two Union Square

Street Address: 1000 Tallan Building

City: Chattanooga

State: TN Zip: 37402

Phone Number: 423.757.0277

Docket Number: 14706\_00-0703

Email Address: dhill@cbslawfirm.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number: 0000000334 0788435

Authorized User Name: \_\_\_\_\_ \$40.00 DP

**9. Signature:**

*David J. Hill*  
Signature

November 13, 2012

Date

David J. Hill

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

RECORDER'S OFFICE  
DANE COUNTY, WI.  
JANE LIGHT  
REGISTER OF DEEDS  
RECORDED ON

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JAN 8 8 09 AM '91

TO: REGISTER OF DEEDS

**2241039**

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 180.86(2)(b), 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.



*Douglas La Follette*

DOUGLAS La FOLLETTE  
Secretary of State

24-

ARTICLES OF MERGER

TELSMITH, INC.  
(a Wisconsin Corporation)

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with and into

BARBER-GREENE COMPANY  
(a Delaware corporation)

The undersigned corporations, pursuant to Section 180.685 of the Wisconsin Business Corporation Law, as amended (the "Wisconsin Code"), and Section 253 of the Delaware General Corporation Law, as amended (the "Delaware Code"), hereby execute the following Articles of Merger.

1.

The Plan of Merger attached hereto as Exhibit A and incorporated herein by reference was duly approved and adopted by the unanimous written consent of the Board of Directors of TelSmith, Inc., a Wisconsin corporation (the "Subsidiary Corporation"), on December ~~20~~, 1990, and by the unanimous written consent of the Board of Directors of the Barber-Greene Company, a Delaware corporation (the "Surviving Corporation") on December ~~20~~, 1990.

2.

The surviving corporation of the merger (the "Merger") will be the Barber-Greene Company.

3.

The Subsidiary Corporation has 500 shares of common stock currently issued and outstanding, 100% of which are owned by the Surviving Corporation. This is the sole class of capital stock authorized to be issued by the Subsidiary Corporation.

4.

Pursuant to Section 180.685 of the Wisconsin Code, the Surviving Corporation, as the sole shareholder of the Subsidiary Corporation, has waived the requirements of notice and the mailing of a copy of the Plan of Merger to consummate the Merger as set forth herein.

5.

The Merger shall become effective at 12:01 A.M. Wisconsin time on January 1, 1991.

6.

The registered office of the Subsidiary Corporation is located in Dane County, Wisconsin.

7.

The Surviving Corporation has simultaneously filed with these Articles of Merger an application for a Certificate of Authority which provides that the Surviving Corporation's registered office in Wisconsin is located in Dane County, Wisconsin.

8.

Pursuant to Section 180.68 of the Wisconsin Code, the Surviving Corporation hereby agrees as follows:

(i) that it may be served with process in Wisconsin in any proceeding for the enforcement of any obligation of the Subsidiary Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Subsidiary Corporation against the Surviving Corporation;

(ii) that it irrevocably appoints the Secretary of State of Wisconsin as its agent to accept service of process in any such proceeding which process can be sent to the Surviving Corporation at 532 East Capitol Drive, Milwaukee, Wisconsin 53212; and

(iii) that it will promptly pay to any dissenting shareholders of the Subsidiary Corporation the amount, if any, to which they are entitled under the provisions of the Wisconsin Code with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its duly authorized president or vice president and attested to by its secretary, as of this 20 day of December, 1990.

SUBSIDIARY CORPORATION:

TELSMITH, INC.

ATTEST:

By: Albert E. Guth  
Name: Albert E. Guth  
Title: Secretary

By: Robert G. Stafford  
Robert G. Stafford,  
President

[NO CORPORATE SEAL]

SURVIVING CORPORATION:

BARBER-GREENE COMPANY

ATTEST:

By: *Albert E. Guth*  
Albert E. Guth  
Secretary

By: *Robert C. Johnson*  
Robert C. Johnson,  
President

[CORPORATE SEAL]

Document prepared by:

Joel J. Hughey  
Alston & Bird  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

*RET*

STATE OF WISCONSIN  
FILED  
DEC 28 1990  
DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

## EXHIBIT A

## PLAN OF MERGER

This PLAN OF MERGER (the "Agreement") is made and entered into as of this ~~20th~~ day of December, 1990, by and among the BARBER-GREENE COMPANY, a Delaware corporation ("Barber-Greene") and TELSMITH, INC., a Wisconsin corporation ("Telsmith").

BACKGROUND

Barber-Greene is the owner of 100% of the issued and outstanding shares of the \$1.00 par value common stock of Telsmith. The Boards of Directors of Barber-Greene and Telsmith are of the opinion that the two corporations can be operated more economically and efficiently if merged and agree that the purpose of each corporation can be more efficiently accomplished by merging Telsmith with and into Barber-Greene, with Barber-Greene to remain as the resulting, continuing, and surviving corporation pursuant to the terms and conditions set forth in this Agreement. The Boards of Directors of each corporation have approved this Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereto agree as follows:

SECTION 1DEFINITIONS

1.1 Constituent Corporations. "Constituent Corporations" shall refer collectively to Barber-Greene and Telsmith.

1.2 Effective Date. "Effective Date" shall mean the date on which the merger contemplated by this Agreement becomes effective pursuant to the laws of the states of Delaware and Wisconsin, as determined in accordance with Section 4 of this Agreement.

1.3 Surviving Corporation. "Surviving Corporation" shall mean the Barber-Greene Company, a Delaware corporation.

SECTION 2AUTHORIZATION OF THIS AGREEMENT

This Agreement shall constitute a Plan of Merger as required by the laws of the states of Delaware and Wisconsin and shall be filed as part of the Articles of Merger as provided under the laws of the state of Wisconsin.

SECTION 3TERMS AND CONDITIONS AND EFFECT OF MERGER

3.1 Merger. In accordance with the applicable laws of the states of Delaware and Wisconsin, Telsmith shall, on the Effective Date, be merged with and into Barber-Greene, which shall be the Surviving Corporation. The Surviving Corporation shall be governed by the laws of the state of Delaware as of the Effective Date of such merger.

3.2 Identity, Existence, Etc. On and after the Effective Date, the Surviving Corporation shall retain its same corporate existence, purposes, powers, franchises, rights and immunities, unaffected and unimpaired by the merger, and the corporate existence, purposes, powers, franchises, rights and immunities of the Constituent Corporations shall be merged and fully vested in the Surviving Corporation. The existence of Telsmith except as it may be continued by statute, shall cease on the Effective Date and on the Effective Date the Constituent Corporations shall be and become a single corporation.

3.3 Rights, Privileges, Etc. On and after the Effective Date (i) the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of each Constituent Corporation, (ii) all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and (iii) the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

3.4 Liabilities and Obligations. On and after the Effective Date, the Surviving Corporation shall assume and thereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and

any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the respective Constituent Corporations. Neither the rights of creditors nor any liens upon the property of the Constituent Corporations shall be impaired by the merger.

3.5 Employees. On and after the Effective Date, all employees of the Constituent Corporations shall become employees of the Surviving Corporation and shall retain any and all rights and benefits that they may have by virtue of their employment, but they shall have no greater rights of tenure or terms of employment than they presently enjoy.

#### SECTION 4

##### EFFECTIVE DATE

The merger contemplated by this Agreement shall become effective at 1:01 A.M. Delaware time (12:01 A.M. Wisconsin time) on January 1, 1991.

#### SECTION 5

##### CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

The Certificate of Incorporation of the Surviving Corporation as it exists on the Effective Date shall remain in full force and effect after the Effective Date.

#### SECTION 6

##### BY-LAWS OF SURVIVING CORPORATION

The by-laws of the Surviving Corporation, as they shall exist on the Effective Date shall be and remain the by-laws of the Surviving Corporation until altered or amended as provided in such by-laws.

#### SECTION 7

##### MANNER OF CONVERTING SHARES

The 500 shares of the \$1.00 par value common stock of Telsmith currently issued and outstanding shall be cancelled and cease to exist by virtue of the merger on the Effective Date.



SECTION 8AMENDMENTS, WAIVERS AND TERMINATION

Any term or provision contained in this Agreement may be waived, discharged, or terminated, and this Agreement may be terminated as a whole or abandoned at any time prior to the Effective Date by the mutual consent of the Boards of Directors of each of the parties to this Agreement.

SECTION 9MISCELLANEOUS

9.1 Tax Matters. This Agreement shall be considered a plan of complete liquidation of Telsmith pursuant to the provisions of Sections 332 and 337 of the Internal Revenue Code of 1986, as amended (the "Code") and the consequences of the liquidation will be those set forth in Code Sections 332 and 337 and other relevant provisions.

9.2 Headings. The headings of this Agreement are for reference only, and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

9.3 Execution. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be duly executed and delivered as of the date first above written.

BARBER-GREENE COMPANY

By: Robert C. Johnson  
Robert C. Johnson,  
President

ATTEST:

By: Albert E. Guth

Albert E. Guth  
Secretary

[CORPORATE SEAL]

TELSMITH, INC.

By: *Robert G. Stafford*  
Robert G. Stafford,  
President

ATTEST:

By: *Albert E. Guth*  
Name: Albert E. Guth  
Title: Secretary

[NO CORPORATE SEAL]

STATE OF WISCONSIN  
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SECRETARY OF STATE