

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/15/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elkay Manufacturing Company		04/10/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Elkay Manufacturing Company
Street Address:	2222 Camden Court
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2710093	QUICK-CLIP
Registration Number:	3234290	MODA
Registration Number:	3237949	FERRARA
Registration Number:	3249365	NEPTUNE
Registration Number:	2701704	SOUND GUARD
Registration Number:	2728056	SLIMLINE

CORRESPONDENCE DATA

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

Email: legal@elkay.com
 Correspondent Name: Kathleen J. Deighan
 Address Line 1: 2222 Camden Court
 Address Line 4: Oak Brook, ILLINOIS 60523

OP \$165.00 2710093

TRADEMARK

NAME OF SUBMITTER:	Kathleen J. Deighan
Signature:	/Kathleen J. Deighan/
Date:	04/10/2013
<p>Total Attachments: 19 source=Quick-ClipTMAssign2710093#page1.tif source=NeptuneTMAssign3249365#page1.tif source=SoundGuardTMAssign2701704#page1.tif source=ModaTMAssign3234290#page1.tif source=FerraraTMAssign3237949#page1.tif source=SlimlineTMAssign2728056#page1.tif source=Elkay DE Cert of IncorpCT#page1.tif source=Elkay DE Cert of IncorpCT#page2.tif source=Elkay DE Cert of IncorpCT#page3.tif source=Elkay DE Cert of IncorpCT#page4.tif source=Elkay DE Cert of IncorpCT#page5.tif source=Elkay DE Cert of IncorpCT#page6.tif source=Elkay DE Cert of IncorpCT#page7.tif source=Elkay DE Cert of IncorpCT#page8.tif source=Elkay DE Cert of IncorpCT#page9.tif source=Elkay DE Cert of IncorpCT#page10.tif source=Elkay DE Cert of IncorpCT#page11.tif source=Elkay DE Cert of IncorpCT#page12.tif source=Elkay DE Cert of IncorpCT#page13.tif</p>	

TRADEMARK ASSIGNMENT

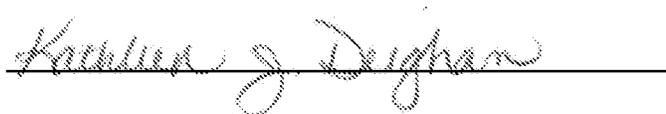
WHEREAS, Elkay Manufacturing Company, an Illinois corporation, with its principal place of business at 2222 Camden Court, Oak Brook, IL 60523 ("Assignor"), owned all right, title and interest in and to the trademark "QUICK-CLIP", USPTO Registration No. 2,710,093 through September 15, 2008; and

WHEREAS, Elkay Manufacturing Company, a Delaware corporation ("Assignee"), obtained all rights in and to the Trademark "QUICK-CLIP" as of September 15, 2008 through a Merger and Plan of Agreement and further publicly acknowledged through a Certificate of Merger filed with the Secretary of State of Delaware whereby Elkay Manufacturing Company, a an Illinois corporation was acquired by and into Elkay Manufacturing Company, a Delaware corporation, the surviving entity.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor did hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest in and to the Trademark "QUICK-CLIP", together with the goodwill of the business symbolized by such Trademark and with all rights and privileges granted and secured thereby, including, but not limited to, any right to sue and recover for any past or continuing infringement thereof.

In witness whereof, Assignor's duly authorized representative has executed this Trademark Assignment this 10th day of April, 2013.

ELKAY MANUFACTURING COMPANY, a
Delaware corporation, formerly known as ELKAY
MANUFACTURING COMPANY, an Illinois
corporation



Name: Kathleen J. Deighan

Title: Corporate Secretary

TRADEMARK ASSIGNMENT

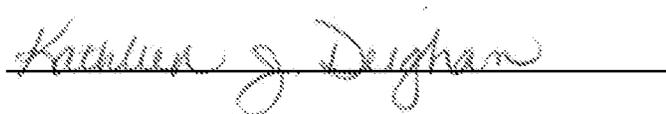
WHEREAS, Elkay Manufacturing Company, an Illinois corporation, with its principal place of business at 2222 Camden Court, Oak Brook, IL 60523 ("Assignor"), owned all right, title and interest in and to the trademark "NEPTUNE", USPTO Registration No. 3,249,365 through September 15, 2008; and

WHEREAS, Elkay Manufacturing Company, a Delaware corporation ("Assignee"), obtained all rights in and to the Trademark "NEPTUNE" as of September 15, 2008 through a Merger and Plan of Agreement and further publicly acknowledged through a Certificate of Merger filed with the Secretary of State of Delaware whereby Elkay Manufacturing Company, a an Illinois corporation was acquired by and into Elkay Manufacturing Company, a Delaware corporation, the surviving entity.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor did hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest in and to the Trademark "NEPTUNE", together with the goodwill of the business symbolized by such Trademark and with all rights and privileges granted and secured thereby, including, but not limited to, any right to sue and recover for any past or continuing infringement thereof.

In witness whereof, Assignor's duly authorized representative has executed this Trademark Assignment this 10th day of April, 2013.

ELKAY MANUFACTURING COMPANY, a
Delaware corporation, formerly known as ELKAY
MANUFACTURING COMPANY, an Illinois
corporation



Name: Kathleen J. Deighan

Title: Corporate Secretary

TRADEMARK ASSIGNMENT

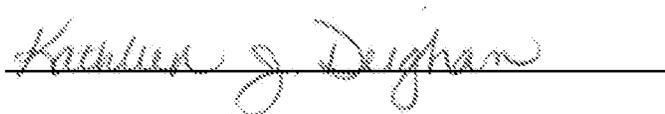
WHEREAS, Elkay Manufacturing Company, an Illinois corporation, with its principal place of business at 2222 Camden Court, Oak Brook, IL 60523 ("Assignor"), owned all right, title and interest in and to the trademark "SOUND GUARD", USPTO Registration No. 2,701,704 through September 15, 2008; and

WHEREAS, Elkay Manufacturing Company, a Delaware corporation ("Assignee"), obtained all rights in and to the Trademark "SOUND GUARD" as of September 15, 2008 through a Merger and Plan of Agreement and further publicly acknowledged through a Certificate of Merger filed with the Secretary of State of Delaware whereby Elkay Manufacturing Company, an Illinois corporation was acquired by and into Elkay Manufacturing Company, a Delaware corporation, the surviving entity.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor did hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest in and to the Trademark "SOUND GUARD", together with the goodwill of the business symbolized by such Trademark and with all rights and privileges granted and secured thereby, including, but not limited to, any right to sue and recover for any past or continuing infringement thereof.

In witness whereof, Assignor's duly authorized representative has executed this Trademark Assignment this 10th day of April, 2013.

ELKAY MANUFACTURING COMPANY, a Delaware corporation, formerly known as ELKAY MANUFACTURING COMPANY, an Illinois corporation



Name: Kathleen J. Deighan

Title: Corporate Secretary

TRADEMARK ASSIGNMENT

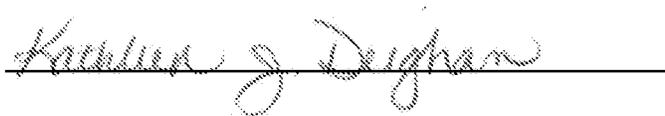
WHEREAS, Elkay Manufacturing Company, an Illinois corporation, with its principal place of business at 2222 Camden Court, Oak Brook, IL 60523 ("Assignor"), owned all right, title and interest in and to the trademark "MODA", USPTO Registration No. 3,234,290 through September 15, 2008; and

WHEREAS, Elkay Manufacturing Company, a Delaware corporation ("Assignee"), obtained all rights in and to the Trademark "MODA" as of September 15, 2008 through a Merger and Plan of Agreement and further publicly acknowledged through a Certificate of Merger filed with the Secretary of State of Delaware whereby Elkay Manufacturing Company, a an Illinois corporation was acquired by and into Elkay Manufacturing Company, a Delaware corporation, the surviving entity.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor did hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest in and to the Trademark "MODA", together with the goodwill of the business symbolized by such Trademark and with all rights and privileges granted and secured thereby, including, but not limited to, any right to sue and recover for any past or continuing infringement thereof.

In witness whereof, Assignor's duly authorized representative has executed this Trademark Assignment this 10th day of April, 2013.

ELKAY MANUFACTURING COMPANY, a
Delaware corporation, formerly known as ELKAY
MANUFACTURING COMPANY, an Illinois
corporation



Name: Kathleen J. Deighan

Title: Corporate Secretary

TRADEMARK ASSIGNMENT

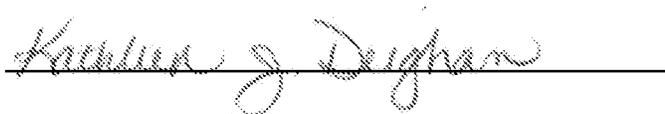
WHEREAS, Elkay Manufacturing Company, an Illinois corporation, with its principal place of business at 2222 Camden Court, Oak Brook, IL 60523 ("Assignor"), owned all right, title and interest in and to the trademark "FERRARA", USPTO Registration No. 3,237,949 through September 15, 2008; and

WHEREAS, Elkay Manufacturing Company, a Delaware corporation ("Assignee"), obtained all rights in and to the Trademark "FERRARA" as of September 15, 2008 through a Merger and Plan of Agreement and further publicly acknowledged through a Certificate of Merger filed with the Secretary of State of Delaware whereby Elkay Manufacturing Company, a an Illinois corporation was acquired by and into Elkay Manufacturing Company, a Delaware corporation, the surviving entity.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor did hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest in and to the Trademark "FERRARA", together with the goodwill of the business symbolized by such Trademark and with all rights and privileges granted and secured thereby, including, but not limited to, any right to sue and recover for any past or continuing infringement thereof.

In witness whereof, Assignor's duly authorized representative has executed this Trademark Assignment this 10th day of April, 2013.

ELKAY MANUFACTURING COMPANY, a
Delaware corporation, formerly known as ELKAY
MANUFACTURING COMPANY, an Illinois
corporation



Name: Kathleen J. Deighan

Title: Corporate Secretary

TRADEMARK ASSIGNMENT

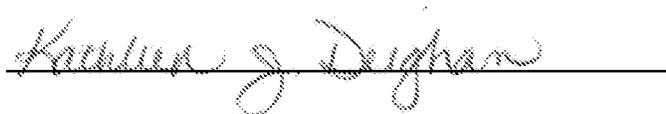
WHEREAS, Elkay Manufacturing Company, an Illinois corporation, with its principal place of business at 2222 Camden Court, Oak Brook, IL 60523 ("Assignor"), owned all right, title and interest in and to the trademark "SLIMLINE", USPTO Registration No. 2,728,056 through September 15, 2008; and

WHEREAS, Elkay Manufacturing Company, a Delaware corporation ("Assignee"), obtained all rights in and to the Trademark "SLIMLINE" as of September 15, 2008 through a Merger and Plan of Agreement and further publicly acknowledged through a Certificate of Merger filed with the Secretary of State of Delaware whereby Elkay Manufacturing Company, a an Illinois corporation was acquired by and into Elkay Manufacturing Company, a Delaware corporation, the surviving entity.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor did hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest in and to the Trademark "SLIMLINE", together with the goodwill of the business symbolized by such Trademark and with all rights and privileges granted and secured thereby, including, but not limited to, any right to sue and recover for any past or continuing infringement thereof.

In witness whereof, Assignor's duly authorized representative has executed this Trademark Assignment this 10th day of April, 2013.

ELKAY MANUFACTURING COMPANY, a
Delaware corporation, formerly known as ELKAY
MANUFACTURING COMPANY, an Illinois
corporation



Name: Kathleen J. Deighan

Title: Corporate Secretary

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ELKAY MANUFACTURING COMPANY" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2008, AT 1:33 O'CLOCK P.M.

CERTIFICATE OF MERGER, CHANGING ITS NAME FROM "ELKAY DELAWARE CORPORATION" TO "ELKAY MANUFACTURING COMPANY", FILED THE FIFTEENTH DAY OF SEPTEMBER, A.D. 2008, AT 11:37 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "ELKAY MANUFACTURING COMPANY".

4593498 8100H

110047997




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8497497

DATE: 01-14-11

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005002 FRAME: 0467

**CERTIFICATE OF INCORPORATION
OF
ELKAY DELAWARE CORPORATION**

First: The name of the Corporation is "Elkay Delaware Corporation".

Second: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent in charge thereof is The Corporation Trust Company.

Third: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the "DGCL").

Fourth: The amount of the total stock this Corporation is authorized to issue is one million seven hundred twenty seven thousand two hundred fifty (1,727,250) shares, consisting of one hundred thousand (100,000) shares of Class A Common Stock of the par value of one cent (\$.01) each, one million four hundred thousand (1,400,000) shares of Class B Common Stock of the par value of one cent (\$.01) each, two thousand two hundred fifty (2,250) shares of Class M Common Stock of the par value of one cent (\$.01) each and two hundred twenty five thousand (225,000) shares of Class N Common Stock of the par value of one cent (\$.01) each.

4.1 No holder of any of the shares of the Corporation's Class A Common Stock, Class B Common Stock, Class M Common Stock or Class N Common Stock shall be entitled, solely by virtue of such holdings, to purchase or subscribe for any unissued or treasury shares of Class M Common Stock or Class N Common Stock or any additional shares of Class M Common Stock or Class N Common Stock to be issued by reason of any increase in the authorized number of shares of Class M Common Stock or Class N Common Stock or otherwise, or bonds, certificates of indebtedness, debentures or other securities convertible into shares of Class M Common Stock or Class N Common Stock or carrying any right to purchase shares of Class M Common Stock or Class N Common Stock, but any such unissued or treasury shares or other securities convertible into such shares, or carrying any right to purchase such shares, may be issued and disposed of to such persons and upon such terms as may be deemed advisable by the Board of Directors of the Corporation in its discretion, subject to any such restrictions as may be imposed by this Certificate of Incorporation from time to time in effect.

4.2 No holder of any of the shares of the Corporation's Class M Common Stock or Class N Common Stock shall be entitled, solely by virtue of such holdings, to purchase or subscribe for any unissued or treasury shares of Class A Common Stock or Class B Common Stock or any additional shares of Class A Common Stock or Class B Common Stock to be issued by reason of any increase

in the authorized number of shares of Class A Common Stock or Class B Common Stock or otherwise, or bonds, certificates of indebtedness, debentures or other securities convertible into shares of Class A Common Stock or Class B Common Stock or carrying any right to purchase shares of Class A Common Stock or Class B Common Stock.

4.3 No holder of any of the shares of the Corporation's Class B Common Stock shall be entitled, solely by virtue of such holdings, to purchase or subscribe for any unissued or treasury shares of Class A Common Stock or any additional shares of Class A Common Stock to be issued by reason of any increase in the authorized number of shares of Class A Common Stock or otherwise, or bonds, certificates of indebtedness, debentures or other securities convertible into shares of Class A Common Stock or carrying any right to purchase shares of Class A Common Stock.

4.4 No holder of any of the shares of the Corporation's Class A Common Stock shall be entitled, solely by virtue of such holdings, to purchase or subscribe for any unissued or treasury shares of Class B Common Stock or any additional shares of Class B Common Stock to be issued by reason of any increase in the authorized number of shares of Class B Common Stock or otherwise, or bonds, certificates of indebtedness, debentures or other securities convertible into shares of Class B Common Stock or carrying any right to purchase shares of Class B Common Stock.

4.5 Subject to Section 4.7, the registered owners of the shares of the Corporation's Class A Common Stock shall be entitled to purchase or subscribe for any unissued or treasury shares of Class A Common Stock or any additional shares of Class A Common Stock to be issued by reason of any increase in the authorized number of shares of Class A Common Stock or otherwise, or bonds, certificates of indebtedness, debentures or other securities convertible into shares of Class A Common Stock or carrying any right to purchase shares of Class A Common Stock, in the ratio that the number of shares of Class A Common Stock of which such stockholder is the registered owner bears to the total number of shares of Class A Common Stock issued and outstanding. This right shall be deemed waived by any stockholder who does not exercise such right and pay for its pro rata number of preempted securities within 30 days after the date of mailing of a notice in writing from the Corporation stating the price, terms and conditions of the issue and inviting the exercise of the preemptive rights of such stockholder. Where one or more registered owners of shares of Class A Common Stock elect to waive their preemptive rights, the remaining registered owners of shares of Class A Common Stock shall have the right to purchase such securities, in the ratio that the number of shares of Class A Common Stock of which each remaining stockholder is the registered owner bears to the total number of Class A Common Stock of which all remaining holders of shares of Class A Common Stock are the registered owners, provided such right is exercised within 30 days after the date of mailing of a notice in writing by the Corporation stating the price,

terms and conditions of the issue and inviting the remaining registered owners of Class A Common Stock to exercise the preemptive rights of the stockholders who have waived their preemptive rights. This procedure shall continue until such remaining securities have been allocated among the purchasing stockholders to the extent specified in their respective acceptance notices.

4.6 Subject to Section 4.7, the registered owners of the shares of the Corporation's Class B Common Stock shall be entitled to purchase or subscribe for any unissued or treasury shares of Class B Common Stock or any additional shares of Class B Common Stock to be issued by reason of any increase in the authorized number of shares of Class B Common Stock or otherwise, or bonds, certificates of indebtedness, debentures or other securities convertible into shares of Class B Common Stock or carrying any right to purchase shares of Class B Common Stock, in the ratio that the number of shares of Class B Common Stock of which such stockholder is the registered owner bears to the total number of shares of Class B Common Stock issued and outstanding. This right shall be deemed waived by any stockholder who does not exercise such right and pay for its pro rata number of preempted securities within 30 days after the date of mailing of a notice in writing from the Corporation stating the price, terms and conditions of the issue and inviting the exercise of the preemptive rights of such stockholder. Where one or more registered owners of shares of Class B Common Stock elect to waive their preemptive rights, the remaining registered owners of shares of Class B Common Stock shall have the right to purchase such securities, in the ratio that the number of shares of Class B Common Stock of which each remaining stockholder is the registered owner bears to the total number of Class B Common Stock of which all remaining holders of shares of Class B Common Stock are the registered owners, provided such right is exercised within 30 days after the date of mailing of a notice in writing by the Corporation stating the price, terms and conditions of the issue and inviting the remaining registered owners of Class B Common Stock to exercise the preemptive rights of the stockholders who have waived their preemptive rights. This procedure shall continue until such remaining securities have been allocated among the purchasing stockholders to the extent specified in their respective acceptance notices.

4.7 In the event that the Company, whether in one offering or in a series of related offerings, issues for any reason, shares of both Class A Common Stock and Class B Common Stock, or respective bonds, certificates of indebtedness, debentures or other securities convertible into shares of Class A Common Stock and Class B Common Stock or carrying any right to purchase shares of Class A Common Stock and Class B Common Stock, respectively, then notwithstanding anything to the contrary contained herein and except as authorized by the Company's Board of Directors, a stockholder who owns shares of both Class A Common Stock and Class B Common Stock, and desires to exercise his, her or its rights under Section 4.5 or 4.6, must exercise his, her or its rights under both Sections 4.5 and 4.6, and purchase or subscribe for such shares, bonds,

certificates, debentures or other securities in the same proportion relative to its allotment as described in Sections 4.5 and 4.6 above.

4.8 Except as may be otherwise expressly provided by law, the Class B Common Stock shall not be entitled to vote on any matter required to be submitted to the holders of the capital stock of the Corporation for a vote or which the Board of Directors of the Corporation determines to submit to the holders of the capital stock of the Corporation for a vote, whether at an annual or a special meeting, or for consent. The holders of Class B Common Stock shall not be counted as such in determining a quorum of stockholders at any annual or special meeting of stockholders.

4.9 Except as may be otherwise expressly provided by law, the Class N Common Stock shall not be entitled to vote on any matter required to be submitted to the holders of the capital stock of the Corporation for a vote or which the Board of Directors of the Corporation determines to submit to the holders of the capital stock of the Corporation for a vote, whether at an annual or a special meeting, or for consent. The holders of Class N Common Stock shall not be counted as such in determining a quorum of stockholders at any annual or special meeting of stockholders.

4.10 Except as may be otherwise expressly provided by law, neither the holders of Class A Common Stock nor the holders of Class M Common Stock shall vote as a separate class on any matter submitted to the holders of the capital stock of the Corporation for a vote or for consent.

4.11 Shares of Class M Common Stock and Class N Common Stock shall be issued only pursuant to and in accordance with the Elkay Manufacturing Company Management Stock Purchase Plan (the "Plan"), shall be held by the purchaser thereof in his or her own name as record owner, shall not be pledged or hypothecated in any way, and shall not be transferred or assigned in any way, whether by operation of law or otherwise, except for transfers or assignments expressly provided for or contemplated by the Plan.

4.12

(a) Except in accordance with the provisions contained in this Article Fourth, no holder of Class A Common Stock or Class B Common Stock may sell, transfer or assign in any way, whether by operation of law or otherwise, any of such shares now or hereafter owned by such stockholder.

(b) If any holder of Class A Common Stock or Class B Common Stock desires to effect a sale, transfer or assignment of any or all of his, her or its shares of Class A Common Stock and Class B Common Stock to any third party (other than a Permitted Transferee (as defined below)) pursuant to a bona fide offer for consideration (which offer may not contain a financing condition or any

other material contingency), the selling stockholder shall: (i) at least forty-five (45) days prior to the proposed transfer date, give a written offer notice to the Company specifying the name and contact information of the proposed transferee, the number of shares of Class A Common Stock and Class B Common Stock proposed to be transferred (the "Offered Shares"), the price per share proposed to be paid by the proposed transferee for the Offered Shares (the "Offer Price"), and all other terms and conditions of the proposed transfer; and (ii) promptly provide such additional information about the proposed transferee as the Company (or any other stockholders) may reasonably request.

(c) (i) Giving an offer notice to the Company shall constitute an offer by the selling stockholder on the date the offer notice is received by the Company to sell the Offered Shares to the Company and/or the other stockholders at a purchase price per share equal to the Offer Price, on the payment terms contained in the offer notice and in the manner provided in Section 4.12(c)(ii). If the Offered Shares are proposed to be sold, transferred or assigned for consideration other than solely cash, the Offer Price may be paid in cash by the Company or another stockholder, and shall be deemed to be the sum of: (A) the fair market value of the consideration other than cash offered for the Offered Shares as determined in good faith by the board of directors of the Company; and (B) any cash consideration so offered.

(ii) The Company shall have the first right to purchase any or all of the Offered Shares. It shall exercise this right through its Board of Directors, acting under procedures adopted from time to time by it, by giving written notice to the selling stockholder no later than twenty-five (25) days after receipt of the offer notice, stating the number of Offered Shares that the Company agrees to purchase, and specifying the closing date. Delivery of the acceptance notice to the selling stockholder shall create a binding contract between the Company and the selling stockholder for the purchase and sale, at the Offer Price and on the terms and conditions described therein, of the number of shares specified in the acceptance notice.

(iii) In the event that fewer than all of the Offered Shares are purchased by the Company in accordance with Section 4.12(c)(ii), not later than five (5) days after the expiration of the Company's twenty-five (25) day acceptance period, the Company shall provide each of the non-selling holders of Class A Common Stock and Class B Common Stock with a copy of the offer notice and inform them of the number of Offered Shares, if any, the Company has agreed to purchase. Each of the remaining stockholders shall then have the right to purchase those Offered Shares that the Company has elected not to purchase (the "Remaining Offered Shares") in the manner described below:

(A) Within fifteen (15) days after the sending of the notice described above by the Company to the remaining stockholders, each remaining stockholder desiring to purchase all or part of the Remaining Offered Shares shall deliver to the Company, notice of his or her acceptance of the offer, specifying the number of such shares that he, she or it agrees to purchase. Delivery of such an acceptance notice to the Company shall create a binding contract between the purchasing stockholder and the selling stockholder for the purchase and sale, at the Offer Price and on the terms and conditions therein, of that portion of the Remaining Offered Shares allocated to such purchasing stockholder pursuant to clause (B) below.

(B) Each purchasing stockholder shall first have allocated to such stockholder such portion of each class of the Remaining Offered Shares as the aggregate number of shares of Class A Common Stock and Class B Common Stock held by such Shareholder bears to the aggregate number of shares of Class A Common Stock and Class B Common Stock held by all of the purchasing stockholders (a stockholder's "Pro Rata Portion"). If any purchasing stockholder agrees to purchase less than his, her or its Pro Rata Portion of the Remaining Offered Shares, each purchasing stockholder who agrees to purchase more than his, her or its Pro Rata Portion of the Remaining Offered Shares shall have allocated to him, her or it such additional portion of the Remaining Offered Shares not so allocated under the preceding sentence as the aggregate number of shares of Class A Common Stock and Class B Common Stock held by such Shareholder bears to the aggregate number of shares of Class A Common Stock and Class B Common Stock held by all of the purchasing stockholders who agree to purchase more than their Pro Rata Portion of the Remaining Offered Shares, limited by the number of shares specified in such stockholder's acceptance notice. This procedure shall continue until the Remaining Offered Shares have been allocated among the purchasing stockholders to the extent specified in their respective acceptance notices.

(iv) In the event that fewer than all of the Offered Shares are purchased by the Company and the other stockholders in accordance with Sections 4.12(c)(ii) and (iii), the selling stockholder may effect a sale, transfer or assignment of any remaining Offered Shares to the proposed transferee at any time within sixty (60) days after the expiration of the combined forty-five (45) day acceptance period at the Offer Price and on the terms and conditions stated in the offer notice only.

(d) If any holder of Class A Common Stock or Class B Common Stock desires to effect a transfer or assignment of any or all of his, her or its shares of Class A Common Stock and Class B Common Stock to any third party (other than a Permitted Transferee) without consideration (whether by operation of law or otherwise), such stockholder shall: (y) at least forty-five (45) days prior to the proposed transfer date, give a written offer notice to the Company specifying the name and contact information of the proposed transferee, the number of shares of Class A Common Stock and Class B Common Stock proposed to be transferred or assigned (the "Offered Shares"), and all other terms and conditions of the proposed transfer or assignment; and (z) promptly provide such additional information about the proposed transferee as the Company may reasonably request.

(i) Giving such an offer notice to the Company shall constitute an offer by such stockholder on the date the offer notice is received by the Company to sell the Offered Shares to the Company at an Offer Price per share equal to the book value of a share of such class of stock of the Company as of the most recent month end prior to the date of such offer notice.

(ii) The Company shall have the right to purchase any or all of such Offered Shares. It shall exercise this right through its Board of Directors, acting under procedures adopted from time to time by it, by giving written notice to the transferring stockholder no later than twenty-five (25) days after receipt of the offer notice, stating the number of such Offered Shares that the Company agrees to purchase, and specifying the closing date. Delivery of the acceptance notice to the transferring stockholder shall create a binding contract between the Company and such stockholder for the purchase and sale, at such Offer Price and on the terms and conditions described therein, of the number of shares specified in the acceptance notice.

(iii) In the event that fewer than all of such Offered Shares are purchased by the Company in accordance with Section 4.12(d)(ii), the transferring stockholder may effect a transfer of any remaining Offered Shares to the proposed transferee at any time within sixty (60) days after the expiration of the twenty-five (25) day acceptance period for no consideration and on the terms and conditions stated in the offer notice only.

(e) Notwithstanding anything to the contrary contained herein, if the selling stockholder owns shares of both Class A Common Stock and Class B Common Stock, such stockholder may not, unless authorized by the Company's Board of Directors, effect a sale, transfer or assignment of any or all shares of only one such class, but must effect a sale, transfer or assignment of shares of both Class A Common Stock and Class B Common Stock in equal proportion to

such selling stockholder's ownership of Class A Common Stock and Class B Common Stock, and the purchasers thereof (whether the Company, the other stockholders or a third party or parties), shall be required to purchase or accept the Class A Common Stock and Class B Common Stock included in the Offered Shares in such proportion.

(f) The restrictions on transfers contained in this Article Fourth shall not apply to any sale, transfer or assignment by a holder of Class A Common Stock or Class B Common Stock of his, her or its shares to a Permitted Transferee. For purposes of this Certificate of Incorporation, a "Permitted Transferee" shall mean: (i) such stockholder's spouse; (ii) any holder of Class A Common Stock or Class B Common Stock of Elkay Manufacturing Company, an Illinois corporation, on August 29, 2008; (iii) the descendants (including by adoption) of any individual described in clause (ii) above, (iv) a trust for the benefit of such stockholder or any individual described in clause (i), (ii) and/or (iii) above; or (v) the Company.

(g) If a holder of Class A Common Stock or Class B Common Stock attempts to sell, transfer or assign his, her or its shares in violation of this Article Fourth, whether voluntarily or involuntarily, including by operation of law in accordance with a legal instrument, such purported sale, transfer or assignment shall be of no force or effect, the Company shall not be required to recognize such purported sale, transfer or assignment for any purpose and the stockholder attempting to do so shall, for all corporate purposes, be recognized as the record holder of such shares. In addition, the Company and, as applicable, the other holders of Class A Common Stock and Class B Common Stock shall have an option to purchase such shares pursuant to the provisions of Sections 4.12(c), (d) and (e) at the price per share agreed upon by the stockholder and the other party in the attempted transfer (or book value, as applicable), and the applicable time period for the purchase option to the Company and the other stockholders shall begin on the date that the Company discovers the attempted sale, transfer or assignment.

4.13 Except as otherwise set forth above, the powers, preferences, and other rights, qualifications, limitations and restrictions of the Class A Common Stock, the Class B Common Stock, the Class M Common Stock and the Class N Common Stock shall be identical, provided, however, that, in the event of a stock split or stock dividend payable in shares of the capital stock of the Corporation, holders of Class A Common Stock shall receive shares of Class A Common Stock, holders of Class M Common Stock shall receive shares of Class M Common Stock, holders of Class B Common Stock shall receive shares of Class B Common Stock and holders of Class N Common Stock shall receive shares of Class N Common Stock.

Fifth: The Corporation shall have perpetual existence.

Sixth: No stockholder will be permitted to cumulate votes at any election of directors. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

Seventh: Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

Eighth: In addition to any affirmative vote required by law, this Certificate of Incorporation or otherwise, the affirmative vote of not less than two-thirds of the outstanding shares entitled to vote thereon, voting as one class, shall be required for the adoption or authorization of a "Business Combination" (as hereinafter defined) or for the dissolution of the Corporation. For purposes of this Certificate of Incorporation, "Business Combination" means (i) a merger, share exchange or consolidation of this Corporation with any other corporation; (ii) the sale, lease, exchange, mortgage, pledge, transfer or other disposition or encumbrance, whether in one transaction or a series of transactions, by this Corporation of all or a substantial part of the Corporation's assets otherwise than in the usual and regular course of business, or (iii) any agreement, contract or other arrangement providing for any of the foregoing transactions.

Ninth: The Corporation expressly elects not to be governed by Section 203 of the DGCL.

Tenth: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the Bylaws of the Corporation. The books of the Corporation may be kept outside of the State of Delaware.

Eleventh: The Corporation reserves the right to amend or repeal any of the provisions contained in this Certificate of Incorporation by the affirmative vote of the holders of two thirds of the outstanding shares entitled to vote, voting as one class. The rights of the stockholders of the Corporation are granted subject to this reservation.

Twelfth: The name and mailing address of the incorporator are as follows:

Kathleen J. Deighan, Esq.
Elkay Manufacturing Company
2222 Camden Court
Oak Brook, Illinois 60523

* * * * *

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly set my hand this 28th day of August, 2008.

By: Kathleen J. Deighan
Kathleen J. Deighan

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
FOREIGN CORPORATION INTO
A DOMESTIC CORPORATION

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Elkay Delaware Corporation, a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Elkay Manufacturing Company, an Illinois corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Elkay Delaware Corporation, a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation, which is hereby amended so that Article First reads: The name of the Corporation is "Elkay Manufacturing Company".

FIFTH: The authorized stock and par value of the non-Delaware corporation is:

- 1,000,000 shares of Class A Common Stock, par value \$0.01 per share;
- 14,000,000 shares of Class B Common Stock, par value \$0.01 per share;
- 22,500 shares of Class M Common Stock, par value \$0.01 per share; and
- 2,250,000 shares of Class N Common Stock, par value \$0.01 per share.

SIXTH: The merger is to become effective upon filing.

SEVENTH: The Agreement of Merger is on file at 2222 Camden Court, Oak Brook, Illinois 60523, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 12th day of September, 2008.

ELKAY DELAWARE CORPORATION

By: Kathleen J. Deighan
Name: Kathleen J. Deighan
Title: Secretary

STATE OF DELAWARE
CORPORATE NAME RESERVATION
APPLICATION FOR TRANSFER
PURSUANT TO TITLE 8, SECTION 102
OF THE DELAWARE CODE

TO: THE SECRETARY OF STATE
OF THE STATE OF DELAWARE

PLEASE TRANSFER THE FOLLOWING CORPORATE NAME:

Elkay Manufacturing Company
(list name to be transferred here)

THE NAME OF THE ORIGINAL APPLICANT OF THE NAME RESERVATION IS:

Elkay Manufacturing Company

FOR THE EXCLUSIVE PERIOD OF 120 DAYS PURSUANT TO THE PROVISIONS OF
TITLE 8, SECTION 102 OF THE DELAWARE CODE, THE UNDERSIGNED BEING THE
PERSON INTENDING TO FORM A CORPORATION AND ADOPT THE ABOVE
TRANSFERRED NAME, HEREBY EXECUTES THIS APPLICATION THIS 15th
DAY OF September, 2002 A.D.

NAME AND ADDRESS OF APPLICANT TO WHOM THE NAME IS BEING
TRANSFERRED TO: (if transferring the reservation for a company or firm, please list the firm or
company name and have an attention person added to the bottom after the address)

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Attn: Mary Kinnamon

BY: Kathleen J. Deighan
Signature of Applicant

Name: Kathleen J. Deighan
Print or Type Name