

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teledyne Storm Products, Inc.	FORMERLY Strom Products Co.	12/27/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Teledyne Reynolds, Inc.
Street Address:	c/o 1049 Camino Dos Rios
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91360
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2697670	PHASE MASTER
Registration Number:	2969236	ACCU-TEST
Registration Number:	3476033	STORM FLEX
Registration Number:	2805657	TRUE BLUE

CORRESPONDENCE DATA

Fax Number: 8053734450
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 805-373-4885
 Email: wbillingsley@teledyne.com
 Correspondent Name: Wendy K. Billingsley
 Address Line 1: 1049 Camino Dos Rios
 Address Line 4: Thousand Oaks, CALIFORNIA 91360

ATTORNEY DOCKET NUMBER: 381M-2012-001

TRADEMARK

900254752

REEL: 005024 FRAME: 0361

CH \$115.00 2697670

NAME OF SUBMITTER:	Wendy K. Billingsley
Signature:	/Wendy K. Billingsley/
Date:	05/09/2013
Total Attachments: 7 source=2012-12-31 Endorsed MergerAgmt.CA.file#page1.tif source=2012-12-31 Endorsed MergerAgmt.CA.file#page2.tif source=2012-12-31 Endorsed MergerAgmt.CA.file#page3.tif source=2012-12-31 Endorsed MergerAgmt.CA.file#page4.tif source=2012-12-31 Endorsed MergerAgmt.CA.file#page5.tif source=2012-12-31 Endorsed MergerAgmt.CA.file#page6.tif source=2012-12-31 Endorsed MergerAgmt.CA.file#page7.tif	

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Secretary of State
State of California

DEC 31 2012

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 27, 2012, is by and among TELEDYNE REYNOLDS, INC., a California corporation ("REYNOLDS"), and TELEDYNE STORM PRODUCTS, INC., a California corporation ("STORM"). REYNOLDS and STORM are sometimes jointly referred to herein as the "Parties".

RECITALS

WHEREAS, the Board of Directors of REYNOLDS and the Board of Directors of STORM have each adopted this Agreement and have approved and determined that it is advisable and in the best interests of their respective companies and shareholders to consummate the merger of STORM with and into REYNOLDS (the "Merger") with REYNOLDS as the surviving company in the Merger, upon and subject to the terms and conditions set forth in this Agreement;

WHEREAS, REYNOLDS and STORM desire to make certain representations, warranties, and covenants, and to enter into certain agreements, in connection with the Merger;

WHEREAS, STORM is a wholly owned subsidiary of REYNOLDS;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1

THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement and the provisions of the California Corporations Code (the "Code"), at the Effective Time, REYNOLDS and STORM shall consummate the Merger pursuant to which:

(i) STORM shall be merged with and into REYNOLDS and the separate corporate existence of STORM shall thereupon cease.

(ii) REYNOLDS shall be the successor or surviving corporation in the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of California;

(iii) All of the property, rights, privileges, immunities, powers and franchises of STORM shall vest in REYNOLDS, and all of the debts, liabilities and duties of STORM shall become debts, liabilities and duties of REYNOLDS.

(iv) The separate legal existence of REYNOLDS, with all its rights, privileges, immunities, powers, and franchises, shall continue unaffected by the Merger.

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From and after the Effective Time, (a) the Articles of Incorporation of REYNOLDS (the "Company Charter"), as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided by law and the Company Charter and (b) the Bylaws of REYNOLDS ("Bylaws"), as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by law, by the articles of incorporation of the Surviving Corporation, and by the bylaws of the Surviving Corporation. The Merger shall have the effects set forth in Section 1107 of the Code.

1.2 Effective Time. REYNOLDS and STORM shall cause this agreement and plan of merger to be filed with the Secretary of State of California, and make all other filings or recordings required by the laws of California in connection with the Merger. The Merger shall become effective at 12:01 a.m. on December 31, 2012 ("Effective Time").

1.3 Closing. The closing of the Merger (the "Closing") shall take place at 12:01 a.m., on December 31, 2012 (the "Closing Date"), at or directed from the offices of Teledyne Technologies Incorporated, Thousand Oaks, California 91360, unless another date or place is agreed to in writing by the parties hereto.

1.4 Directors and Officers of the Surviving Corporation. The directors and officers of REYNOLDS at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation, or removal in accordance with the Company Charter and the Bylaws, as each may thereafter be amended from time to time.

ARTICLE 2

APPROVALS

2.1 Boards of Directors' Approval. The Board of Directors of REYNOLDS and STORM, respectively, have approved the terms of this Agreement.

2.2 Shareholder Approval. The sole shareholder of REYNOLDS and the sole shareholder of STORM have approved the terms of this Agreement.

ARTICLE 3

CONVERSION OF SECURITIES

3.1 Cancellation of STORM Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of REYNOLDS or of the common shares of STORM, each issued and outstanding share of STORM shall be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

ARTICLE 4

MISCELLANEOUS

4.1 Cooperation. Each of the Parties hereto shall use its reasonable best efforts to take or cause to be taken all actions, to cooperate with the other party hereto, with respect to all actions, and to do, or cause to be done all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

4.2 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

4.3 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to this subject matter.

4.4 Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances will be interpreted so as reasonably to affect the intent of the Parties hereto. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

4.5 Amendment and Modification. This Agreement may be amended or modified only by the written agreement of the Parties hereto.

4.6 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, and their respective successors and assigns any rights, remedies, obligations or liabilities under or by any reason of this Agreement.

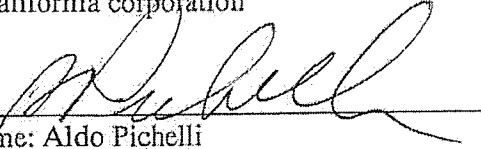
4.7 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

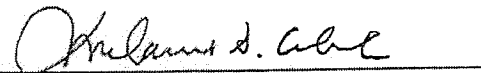
4.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one

or more counterparts have been signed by each of the Parties hereto and delivered to the other party hereto, it being understood and agreed that each of the Parties hereto need not sign the same counterpart.

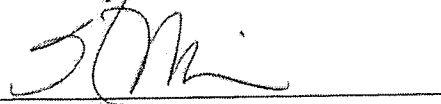
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

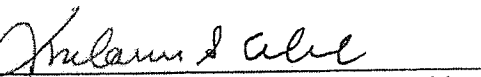
Teledyne Storm Products, Inc.,
a California corporation

By: 
Name: Aldo Pichelli
Title: President

By: 
Melanie S. Cibik, Senior Vice President,
General Counsel and Secretary

Teledyne Reynolds, Inc.,
a California corporation

By: 
Name: Susan L. Main
Title: Senior Vice President and
Chief Financial Officer

By: 
Melanie S. Cibik, Senior Vice President,
General Counsel and Secretary

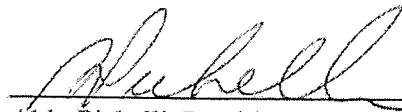
CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER

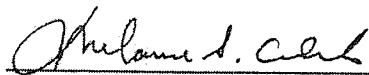
Aldo Pichelli and Melanie S. Cibik certify that:

1. They are the President and the Senior Vice President, General Counsel and Secretary, respectively, of Teledyne Reynolds, Inc., a California corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 1,270,960.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 27, 2012


Aldo Pichelli, President


Melanie S. Cibik, Senior Vice President,
General Counsel and Secretary


CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER

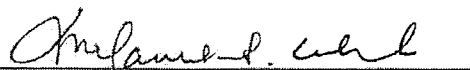
Aldo Pichelli and Melanie S. Cibik certify that:

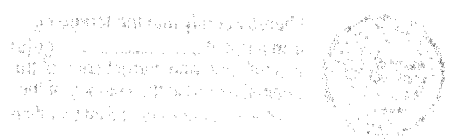
1. They are the President and the Senior Vice President, General Counsel and Secretary, respectively, of Teledyne Storm Products, Inc., a California corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 54,726.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 27, 2012


Aldo Pichelli, President


Melanie S. Cibik, Senior Vice President,
General Counsel and Secretary





I hereby certify that the foregoing transcript of 6 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAR 04 2013

Date: _____

John Bowen

Secretary of State

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