

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/27/2004		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	AIM Products, Inc.		08/27/2004
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AIM PRODUCTS LLC		
Street Address:	25 Kenney Drive		
City:	Cranston		
State/Country:	RHODE ISLAND		
Postal Code:	02920		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2277808	CASTIN
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-586-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Robert P. Ducatman		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	587322-600002 - CASTIN		
NAME OF SUBMITTER:	Robert P. Ducatman		

Signature:	/Robert P. Ducatman/
Date:	08/22/2013
<p>Total Attachments: 12 source=Certificate of Merger#page1.tif source=Certificate of Merger#page2.tif source=Certificate of Merger#page3.tif source=Certificate of Merger#page4.tif source=Certificate of Merger#page5.tif source=Certificate of Merger#page6.tif source=Certificate of Merger#page7.tif source=Certificate of Merger#page8.tif source=Certificate of Merger#page9.tif source=Certificate of Merger#page10.tif source=Certificate of Merger#page11.tif source=Certificate of Merger#page12.tif</p>	

Delaware

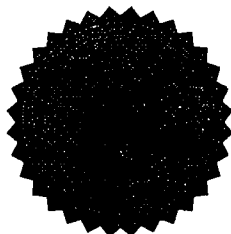
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AIM PRODUCTS, INC.", A DELAWARE CORPORATION,
WITH AND INTO "AIM PRODUCTS LLC" UNDER THE NAME OF "AIM PRODUCTS LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 2004, AT 10:44 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3841920 8100M

AUTHENTICATION: 3320112

040627021

DATE: 08-27-04

TRADEMARK
REEL: 005095 FRAME: 0832

**CERTIFICATE OF MERGER OF
AIM PRODUCTS, INC.
INTO
AIM PRODUCTS LLC**
(under Section 264 of the Delaware General Corporation Law and
Section 18-209 of the Delaware Limited Liability Company Act)

The undersigned limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act does hereby certify that:

1. The names and states of organization of each of the constituent entities are:
 - a. AIM Products, Inc., a Delaware corporation; and
 - b. AIM Products LLC, a Delaware limited liability company.
2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the provisions of Section 264(c) of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act.
3. The name of the surviving entity is AIM Products LLC.
4. The executed Agreement of Merger is on file at the principal place of business of the surviving entity, which is located at 25 Kenny Drive, Cranston, Rhode Island 02920.
5. A copy of the Agreement of Merger will be furnished by the surviving entity on request and without cost to any stockholder or member of any constituent entity.
6. The merger shall be effective on the filing of this Certificate of Merger with the Secretary of State of Delaware.

IN WITNESS WHEREOF, the surviving entity has caused this Certificate of Merger to be signed by an authorized officer on August 26, 2004.

By:

AIM Products LLC


Douglas Black, President

**AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

AIM PRODUCTS LLC

A DELAWARE LIMITED LIABILITY COMPANY

Dated as of

August 30, 2004

THIS AGREEMENT HAS BEEN PREPARED ASSUMING THAT AMERICAN IRON & METAL (U.S.A.) INC. WILL BE THE SOLE MEMBER OF AIM PRODUCTS LLC AND THAT AIM PRODUCTS LLC WILL BE DISREGARDED FOR FEDERAL INCOME TAX PURPOSES. IF ADDITIONAL MEMBERS ARE ADDED, UNITS TRANSFERRED, OR AN ELECTION IS MADE TO TREAT THE ENTITY AS AN ASSOCIATION TAXABLE AS A CORPORATION FOR FEDERAL INCOME TAX PURPOSES, IT WILL BE NECESSARY TO AMEND THIS AGREEMENT.

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**AMENDED AND RESTATED
OPERATING AGREEMENT OF
AIM PRODUCTS LLC**

This Amended and Restated Operating Agreement (“Agreement”) is made and entered into effective as of August 30, 2004 by and between **AIM Products LLC**, a Delaware limited liability company (the “Company”), and **American Iron & Metal (U.S.A.) Inc.**, a Delaware corporation (the “Member”), on the following terms and conditions. The Company shall be operated under and governed by the provisions of Title 6, Chapter 18 of the Delaware Code, as the same may be amended from time to time, and for the purposes and upon the terms and conditions hereinafter set forth.

WHEREAS, the Company was formed on August 12, 2004 as a Delaware limited liability company when its Certificate of Formation was filed with the Delaware Secretary of State;

WHEREAS, pursuant to the terms of a merger transaction effected on August 27, 2004, AIM Products, Inc. was merged into the Company and additional Units were issued to the Member as the sole stockholder of AIM Products, Inc.

WHEREAS, pursuant to the terms of a merger transaction effected on the date hereof, the original Member of the Company was merged into Warrenton Holding Corp. and the name of the surviving corporation was changed to American Iron & Metal (U.S.A.) Inc.; and

WHEREAS, the Member now desires to amend and restate the original Operating Agreement of the Company to reflect the August 27, 2004 merger and to reflect the Member information following the merger transaction on the date hereof.

NOW, THEREFORE, intending to be legally bound, the Member hereby agrees to be the sole Member of the Company pursuant to the terms and conditions hereinafter set forth.

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise: (i) all of the capitalized words in this Agreement shall have the meanings set forth in the Appendix attached hereto; and (ii) all non-capitalized words defined in the Act shall have the meanings set forth therein

ARTICLE 2
ORGANIZATION

2.1 **Formation.** The Member has authorized the formation of the Company as a Delaware limited liability company pursuant to the provisions of the Act and will treat the Company as a disregarded entity for federal and state tax purposes. The Member has caused to be filed a Certificate of Formation with the Delaware Secretary of State. The Member shall forthwith execute and cause to be filed any documents and instruments as may be necessary or appropriate in connection with the transaction of business by the Company.

2.2 Name. The name of the Company is "AIM Products LLC". The Member may change the Company's name at any time and from time to time. The Member may also cause the Company to do business at the same time under more than one fictitious name if the Member determines that doing so is in the best interest of the Company.

2.3 Purpose and Character of Business. Except as provided by the Act, the Company may pursue any purpose or purposes provided under the Act.

2.4 Principal Office. The principal office of the Company shall be located at 25 Kenny Drive, Cranston, Rhode Island 02920. The location of the principal office may be changed by the Member at any time and from time to time.

2.5 Effective Date; Term. The term of the Company commenced with the filing of the Certificate of Formation with the Delaware Secretary of State, and the term of the Company shall be perpetual unless earlier dissolved and terminated pursuant to the Act or to any provisions of this Agreement.

2.6 Registered Agent. The Registered Agent for service of process required by the Act is The Corporation Trust Company, whose address in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801. The Registered Agent may be changed by the Member. Upon any change of the Registered Agent, the Company shall file a notice of change with the Delaware Secretary of State as required under the Act.

2.7 Title to Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity and not by the Member.

2.8 Member. The Member has been admitted to the Company as the sole Member. The name, mailing address and number of Units of the sole Member are set forth on Exhibit A attached hereto.

2.9 Representations and Warranties. The Member hereby represents and covenants that: (a) it is acquiring the Units for its own account as an investment and without an intent to distribute the Units; and (b) it acknowledges that the Units have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by it without appropriate registration or the availability of an exemption from such requirements.

ARTICLE 3 **CAPITAL CONTRIBUTIONS**

The Company shall maintain records concerning the amount of Capital Contributions made by the Member from time to time.

ARTICLE 4 **ALLOCATIONS AND DISTRIBUTIONS**

4.1 Allocation and Distribution of Profits and Losses. As long as the Company is disregarded for federal tax purposes, the Profits, Losses and Cash Flow of the Company shall be

allocated and distributed to the Member for each Fiscal Year at such time and in such manner as the sole Member determines.

4.2 Accounting and Records. The Company shall maintain, at its principal office, appropriate books and records, kept in accordance with accounting principles consistently applied.

ARTICLE 5 MANAGEMENT

5.1 Management. The business and affairs of the Company shall be managed by the Member. The Member shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding these matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.2 Officers. The Member may appoint any Person to act as an officer of the Company, as the Member, in its sole discretion, deems necessary or appropriate. The Member may revoke any such appointment at any time. The sole Member hereby appoints Herbert Black to act as President of the Company and Ronald Black to act as Secretary of the Company.

5.3 Reliance on Acts of Officers. No financial institution or any other Person dealing with the Company shall be required to ascertain whether an officer is acting in accordance with this Agreement but such financial institution or such other Person shall be protected in relying solely upon the deed, transfer or assurance of, and the execution of such instrument or instruments by such officer.

5.4 Indemnification. The Company hereby agrees to and shall indemnify and defend the Member and the officers of the Company, and any employee or agent of the Company, and hold each of them harmless from and against any and all obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against the indemnified party (including, without limitation, all costs and expenses of defense, appeal and settlement) to the fullest extent permitted by the Act. The obligations of the Company under this Section 5.4 shall be satisfied solely from the assets of the Company, and the Member shall have no personal liability on account thereof.

5.5 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of the Member or any Person that is or was an officer of the Company or otherwise affiliated with the Company against any liability asserted against and incurred by such party in such party's capacity, or arising out of the party's status as such, whether or not the Company would have the power to indemnify the party against such liability under the provisions of Section 5.4 hereof.

ARTICLE 6 DISSOLUTION AND WINDING UP

6.1 Dissolution. The Company shall terminate upon the earliest to occur of the following events ("Liquidating Event"):

- (a) At any time that there ceases to be at least one (1) Member;
- (b) The sale of substantially all of the assets of the Company; or
- (c) Upon the entry of a decree of judicial dissolution.

Upon the occurrence of any Liquidating Event, a certificate of cancellation containing the information required by the Act shall be delivered to the Delaware Secretary of State for filing.

6.2 Winding Up. Upon dissolution of the Company, the Member shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value. The Company's property and cash shall be distributed:

- (a) To creditors, including the Member if the Member is a creditor of the Company, to the extent permitted by law, in satisfaction of the liabilities of the Company; then
- (b) To the Member.

Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's Fiscal Year or, if later, within ninety (90) days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Entire Agreement. This Agreement and the Certificate of Formation contain the entire understanding of the Member with respect to the subject matter hereof.

7.2 No Partnership Intended for Non-Tax Purposes. The Member has formed the Company pursuant to the Act, and expressly does not intend to form a partnership or a limited partnership.

7.3 Rights of Creditors and Third Parties under this Agreement. This Agreement is entered into by the Member for the exclusive benefit of the Company, the Member and its successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

7.4 Severability. Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

7.5 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors and assigns.

7.6 Notice. All notices required or permitted by this Agreement shall be in writing. Notice to the Company shall be given to the Company at its principal office or personally delivered to the custodian of the Company's records. Notice to the Member shall be given or personally delivered to the Member at the address indicated on Exhibit A, as amended from time to time, unless the Member has notified the Company in writing of a different address.

7.7 Headings, Etc. The words Article, Section, and titles or captions contained in this Agreement are for convenience of reference only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

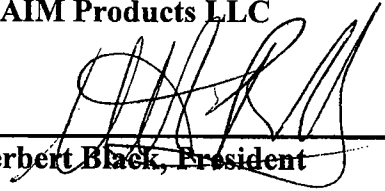
7.8 Exhibits. Each exhibit, schedule or certificate attached to this Agreement is incorporated and made a part of this Agreement for all purposes.

7.9 Delaware Law Controlling. The laws of the State of Delaware, including the Act, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

AIM Products LLC

By: 

Herbert Black, President

“Company”

American Iron & Metal (U.S.A.) Inc.

By: 

Herbert Black, President

“Member”

APPENDIX

“Act” means the Delaware Limited Liability Company Act, Title 6, Chapter 18 of the Delaware Code, as amended from time to time.

“Agreement” means this Operating Agreement, as amended from time to time.

“Capital Contributions” means any contribution of cash, property or services to the Company made by or on behalf of a Member.

“Cash Flow” means, for any period, the gross cash revenues actually received from Company operations for such period less the portion thereof used to pay operating expenses (including any additions to the working capital reserves) for such period, all as determined by the Member.

“Certificate of Formation” means the Certificate of Formation of the Company as properly adopted and amended from time to time by the sole Member and filed with the Delaware Secretary of State pursuant to the Act.

“Company” means the limited liability company organized pursuant to the Certificate of Formation and this Agreement, and any successor limited liability company.

“Fiscal Year” means the taxable year of the Member.

“Liquidating Event” means an event, the occurrence of which will result in the dissolution of the Company under Article 6 hereof.

“Member” means the Person who has signed this Agreement as the sole Member.

“Person” means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization, association, or entity.

“Profits and Losses” for any Fiscal Year means the net income or net loss of the Company for such Fiscal Year or fraction thereof, as determined for federal income tax purposes.

“Registered Agent” shall mean the agent designated by the Company from time to time for service of process pursuant to the Act.

“Unit” means an instrument used for purposes of determining certain votes and making certain allocations of Profits and Losses. The number of Units initially issued to the Member is set forth on Exhibit A which shall be amended in the event that the Company issues additional Units or acquires any outstanding Units.

**EXHIBIT A
TO
AMENDED AND RESTATED
OPERATING AGREEMENT
OF
AIM PRODUCTS LLC**

<u>Member</u>	<u>Number of Units</u>	<u>Percentage Interest</u>
American Iron & Metal (U.S.A.) Inc. 1710 Daniel Boone Industrial Park Truesdale, Missouri 63383	200	100%
<hr/>		
TOTALS:	<u>200</u>	<u>100%</u>