

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/31/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GB Tools and Supplies, Inc.		08/28/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	GB Tools & Supplies, LLC
Street Address:	160 Greentree Drive
Internal Address:	Suite 101
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	72412113	JET LINE
Serial Number:	74403211	TWIN KIT

CORRESPONDENCE DATA

Fax Number: 4142770656

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

Phone: 414-271-6560

Email: mkeipdocket@michaelbest.com

Correspondent Name: Michael Best & Friedrich LLP

Address Line 1: 100 E Wisconsin Ave

Address Line 2: Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Edward R. Lawson Jr.
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OP \$65.00 72412113

Signature:	/edward r. lawson jr./
Date:	12/11/2013
Total Attachments: 11 source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page2.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page3.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page4.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page5.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page6.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page7.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page8.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page9.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page10.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page11.tif source=14197312_Merger_GB_Tools_and_Supplies_Inc_into_GB_Tools_&_Supplies_LLC#page12.tif	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, 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:

"GB TOOLS AND SUPPLIES, INC.", A WISCONSIN CORPORATION, WITH AND INTO "GB TOOLS & SUPPLIES, LLC" UNDER THE NAME OF "GB TOOLS & SUPPLIES, 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-EIGHTH DAY OF AUGUST, A.D. 2009, AT 5:21 O'CLOCK P.M.

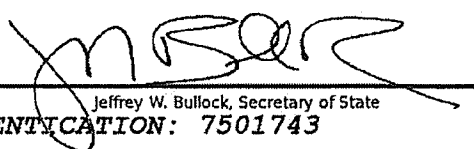
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2009, AT 11:59 O'CLOCK P.M.



4724608 8100M

090818983

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7501743

DATE: 08-28-09

TRADEMARK
REEL: 005171 FRAME: 0898

CERTIFICATE OF MERGER
OF
GB TOOLS AND SUPPLIES, INC.
(a Wisconsin corporation)
WITH AND INTO
GB TOOLS & SUPPLIES, LLC
(a Delaware limited liability company)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

1. The name of the surviving limited liability company is GB Tools & Supplies, LLC, a Delaware limited liability company, and the name of the corporation being merged into this surviving limited liability company is GB Tools and Supplies, Inc., a Wisconsin corporation.
2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.
3. The name of the surviving limited liability company is GB Tool & Supplies, LLC.
4. The Agreement and Plan of Merger is on file at the place of business of the surviving limited liability company at 6100 North Baker Road, Glendale, Wisconsin 53209.
5. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.
6. The merger is to become effective as of 11:59 p.m. EST on August 31, 2009.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be signed as of
28th day of August, 2009.

GB TOOLS & SUPPLIES, LLC

By: Terry M. Braatz
Name: Terry M. Braatz
Title: Treasurer

CH199 5154076-1.065322.0010

TRADEMARK
REEL: 005171 FRAME: 0900

DEPARTMENT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

Sec. 179.77,
180.1105, and
181.1106, and
183.1204 Wis. Stats.

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name: GB Tools and Supplies, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Wisconsin</u> (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of _____ (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate.

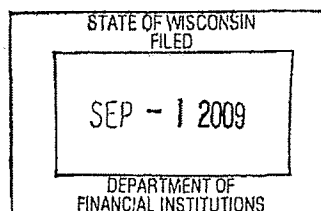
2. Surviving Entity:

Company Name: GB Tools & Supplies, LLC		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Delaware</u> (state or country)

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.

FILING FEE - \$150.00

DFI/CORP/2000(R12/06)
WI013 - 07/17/2004 CTS System Online



3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

The surviving entity is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

- The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.
- The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

(Append or attach the PLAN OF MERGER, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger
 These articles of merger, when filed, shall be effective on August 31, 2009 (date) at 11:59 PM EST (time).
 (An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on August 28, 2009 (date) by the surviving entity on behalf of all parties to the merger.

Mark (X) below the title of the person executing the document.

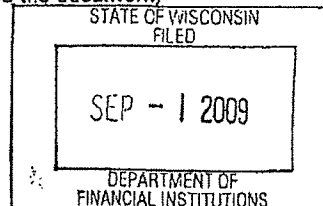
For a limited partnership
 Title: General Partner
 For a limited liability company
 Title: Member OR Manager

Terry M. Breatz
 (Signature)
Key Components, Inc., Its Sole Member
Terry M. Breatz, Treasurer
 (Printed Name)

For a corporation
 Title: President OR Secretary
 or other officer title T

This document was drafted by: Kathleen Edwards, c/o McDermott Will & Emery LLP
 (Name the individual who drafted the document)

DFI/CORP/2000(R12/06)
 W1013 - 07/17/2008 C.T. System OnFile



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of August 31, 2009 (the "Agreement"), by and between GB TOOLS & SUPPLIES, INC., a Wisconsin corporation (the "GB") and GB Tools & Supplies, LLC, a Delaware limited liability company (the "Company"). GB and the Company are sometimes collectively referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Board of Directors and stockholders of the Company and the sole member of the Company has approved the merger whereby GB will merge with and into the Company and the Company will continue as the surviving corporation (the "Merger") and directed the officers of the Company and GB to execute this Agreement and consummate the Merger.

WHEREAS, on August 31, 2009, the stock of GB was contributed by its sole stockholder to the capital of Key Components, Inc.; and

WHEREAS, the parties intend that the Merger be treated as a tax free reorganization pursuant to Section 368(a)(1)(D) of the Internal Revenue Code.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

Effect of the Merger; Manner and
Basis of Converting and Canceling Shares

Section 1.1 At the Effective Time (as hereinafter defined), GB shall be merged with and into the Company, the separate corporate existence of GB (except as may be continued by operation of law) shall cease, and the Company shall continue as the surviving company, all with the effects provided by applicable law. The Company in its capacity as the surviving company of the Merger, is hereinafter sometimes referred to as the "Surviving Company."

Section 1.2 At the Effective Time, each share of stock of GB issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by GB, the Company or any other person, be canceled and no cash or securities or other property shall be payable in respect thereof.

Section 1.3 Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of GB shall be transferred to, vested in and devolve upon the Company without further act or deed and all property, rights, and every other interest of the Company and GB shall be as effectively the property of the Company as they were of the Company and GB, respectively. GB hereby agrees from time to time, as and when requested by the Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the

Company may deem necessary or desirable in order to vest in and confirm to the Company title to and possession of any property of GB acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Company are fully authorized in the name of GB or otherwise to take any and all such action.

Section 1.4 The name of the Surviving Company shall be "GB Tools & Supplies, LLC."

ARTICLE 2

Effective Time

Section 2.1 Upon fulfillment or waiver of the conditions specified in Article 4 hereof, the Company shall cause the Certificate of Merger to be executed and delivered for filing with the Secretary of State of the State of Delaware, all as provided in and in accordance with Section 209 of the Delaware Law.

Section 2.2 The Merger shall become effective immediately upon the filing of the Certificate of Merger (the "Effective Time").

ARTICLE 3

Certificate of Formation and LLC Agreement; Member

Section 3.1 The Certificate of Formation of the Company as in effect at the Effective Time shall govern the Surviving Company, until it shall be amended as provided by law.

Section 3.2 The Limited Liability Company Agreement of the Company as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the sole member of the Company, shall govern the Surviving Company.

Section 3.3 The sole member and the officers of the Company holding office immediately prior to the Effective Time shall be the sole members and the officers (holding the same positions as they held with the Company immediately prior to the Effective Time) of the Surviving Company and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the By laws of the Surviving Company.

ARTICLE 4

Miscellaneous

Section 4.1 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

Section 4.2 The internal law, not the law of conflicts, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement.

Section 4.3 This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

GB TOOLS & SUPPLIES LLC,
a Delaware limited liability company

By: Terry M. Braatz
Name: Terry Braatz
Title: Treasurer

GB Tools & Supplies, Inc.,
a Wisconsin corporation

By: Terry M. Braatz
Name: Terry Braatz
Title: Treasurer

Schedule 1 – Patents

Title	Application Number	Filing Date	Patent Number	Issue Date	Country
Cable Tie Having Enhanced Abutment Wall in Locking Head	2193293	12/18/1996	2193293	7/16/2002	CA
Cable Tie Having Locking Engagement Between Teeth on Abutment Wall and Ratchet Teeth on Tongue	2193295	12/18/1996	2193295	10/1/2002	CA
Cable Tie Having Enhanced Locking Engagement Between Pawl and Ratchet Teeth on Tongue	2193296	12/18/1996	2193296	5/27/2003	CA
Cable Tie Having Enhanced Locking Action	08/378,879	1/27/1995	5,924,171	7/20/1999	US
Torque Limiting Socket for Twist-On Wire Connectors	08/571,323	12/12/1995	6,198,049	3/6/2001	US
Cable Tie Having Enhanced Abutment Wall in Locking Head	08/579,235	12/28/1995	5,615,455	4/1/1997	US
Balanced Multi-Cavity Injection Molding of Cable Ties	08/579,794	12/28/1995	5,792,409	8/11/1998	US
Cable Tie Having Locking Engagement Between Teeth on Abutment Wall and Ratchet Teeth on Tongue	08/580,653	12/29/1995	5,664,294	9/9/1997	US
Cable Tie Having Enhanced Locking Engagement Between Pawl and Ratchet Teeth on Tongue	08/580,657	12/29/1995	5,642,554	7/1/1997	US
Removal of Injection-Molded Tie From Mold by Utilizing Bulges at Opposite Ends of Abutment Wall of Tie	08/583,800	1/5/1996	5,690,883	11/25/1997	US
Removal of Injection-Molded Tie From Mold by Temporarily Retaining Core Between Pawl and Abutment Surface of Tie	08/584,686	1/8/1996	5,846,473	12/8/1998	US
Removal of Injection-Molded Tie From Mold by Utilizing Staggered Parting Line	08/584,687	1/11/1996	5,716,579	2/10/1998	US
Removal of Injection-Molded Cable Tie From Mold	09/238,128	1/27/1999	6,044,524	4/4/2000	US
Electrical Circuit Tracing Device	09/935,093	8/22/2001	6,525,665	2/25/2003	US
Electrical Testing Device	29/140,265	4/13/2001	D461,730	8/20/2002	US
Transmitter of an Electrical Circuit Tracing Device	29/147,096	8/22/2001	D462,022	8/27/2002	US
Receiver of an Electrical Circuit Tracing Device	29/147,097	8/22/2001	D461,424	8/13/2002	US

Schedule 1 – Trademarks

Trademark	Reg. Number	Reg. Date	Application Number	Filing Date	Country
JET LINE	TMA190987	18-May-1973	344392	13-Jul-1971	CA
GB	TMA393671	31-Jan-1992	675224	6-Feb-1991	CA
GB XTREME (Stylized)	TMA670995	23-Aug-2006	1185036	21-Jul-2003	CA
GB XTREME (Stylized)	3281251	11-Oct-2004	3281251	22-Jul-2003	EP
TRUE TAPE	940,930	15-Aug-1972	72/378,068	7-Dec-1970	US
GB	1,131,216	26-Feb-1980	73/093,494	15-Jul-1976	US
CAL TERM (Stylized)	1,365,263	15-Oct-1985	73/533,213	22-Apr-1985	US
FAST WIRING (Stylized)	1,384,041	25-Feb-1986	73/552,411	8-Aug-1985	US
FAST WIRING (Stylized)	1,393,887	20-May-1986	73/552,443	8-Aug-1985	US
DOUBLELOCK	2,269,297	10-Aug-1999	74/666,713	28-Apr-1995	US
GB XTREME (Stylized)	2,769,380	30-Sep-2003	78/214,835	14-Feb-2003	US
CALTERM	3,440,762	3-Jun-2008	78/943,108	2-Aug-2006	US
GB	1047974	7-Jul-1997	95041829	13-Apr-1995	CN
JET LINE	948,151	5-Dec-1972	72/412,113	10-Jan-1972	US
TWIN KIT (Stylized)	1,987,819	23-Jul-1996	74/403,211	21-Jun-1993	US