

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the typographical error in entity type of receiving party and enter merger document into the record previously recorded on Reel 003156 Frame 0175. Assignor(s) hereby confirms the Merger.

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vilter Manufacturing Corporation		01/01/2005	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	VMC Manufacturing LLC
Street Address:	5555 S. Packard Avenue
City:	Cudahy
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 24		
Property Type	Number	Word Mark
Registration Number:	0397464	VILTER
Registration Number:	0697773	VMC
Registration Number:	0702548	STEDY-MOUNT
Registration Number:	0882857	TRI-MICRO
Registration Number:	1234319	V-PLUS
Registration Number:	1352663	VILTER
Registration Number:	1352664	VILTER
Registration Number:	1362730	SUPER SEPARATOR
Registration Number:	1374573	450XL
Registration Number:	2080237	
Registration Number:	2090035	
Registration Number:	2155331	GENUINE VILTER PART
Registration Number:	2321911	VSS

CH \$615.00 0397464

Registration Number:	2329508	RECIPPRO
Registration Number:	2329509	RECIPPRO
Registration Number:	2332579	SCREWPRO
Registration Number:	2332591	SCREWPRO
Registration Number:	2479790	EVAPPRO
Registration Number:	2556529	PARALLEX
Registration Number:	2588898	VISSION
Registration Number:	2780461	VSM
Registration Number:	2803809	SUCTION OIL INJECTION
Registration Number:	2811061	VSG
Registration Number:	2815508	COOL COMPRESSION

CORRESPONDENCE DATA

Fax Number: 4142235000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 4149785562
Email: ptomailbox@whdlaw.com
Correspondent Name: Whyte Hirschboeck Dudek S.C.
Address Line 1: 555 E Wells St, Suite 1900
Address Line 2: Attn: Suzanne Plagemann
Address Line 4: Milwaukee, WISCONSIN 53202-3819

ATTORNEY DOCKET NUMBER:	VMC-15161
NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/Suzanne Plagemann/
Date:	01/02/2014

Total Attachments: 10

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Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

VILTER MANUFACTURING CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 01/01/2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VMC MANUFACTURING LLC

Internal Address: _____
Address: _____

Street Address: 5555 S. Packard Avenue

City: Cudahy

State: Wisconsin

Country: U.S. Zip: 53110

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLP Citizenship Wisconsin

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0397,464; 0697,773; 0702,548; 0882,857; 1,234,319;

Additional sheet(s) attached? Yes No

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

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

Name: Sean S. Swidler

Internal Address: Patzik, Frank & Samotny Ltd.

Suite 900

Street Address: 150 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/551-8500

Fax Number: 312/551-1101

Email Address: sswidler@pfs-law.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1325

Authorized User Name Sean S. Swidler

9. Signature:

Signature

04/22/2005

Date

Sean S. Swidler

Name of Person Signing

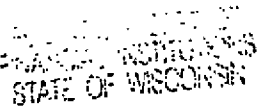
Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH 3615.00 501325 0397464

Registration number(s):
(continued from Item 4 on Recordation Form Cover Sheet)

Reg. No. 1,352,663
Reg. No. 1,352,664
Reg. No. 1,362,730
Reg. No. 1,374,573
Reg. No. 2,080,237
Reg. No. 2,090,035
Reg. No. 2,155,331
Reg. No. 2,321,911
Reg. No. 2,329,508
Reg. No. 2,329,509
Reg. No. 2,332,579
Reg. No. 2,332,591
Reg. No. 2,479,790
Reg. No. 2,556,529
Reg. No. 2,588,898
Reg. No. 2,780,461
Reg. No. 2,803,809
Reg. No. 2,811,061
Reg. No. 2,815,508



Sec. 179.77, 180.1105,
181.1105 and 26
183.1207 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:
VILTER MANUFACTURING CORPORATION *1V01579*

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

Company Name:

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

Schedule more non-surviving parties as an additional page.

2. Surviving Business Entity:

Company Name:
VMC MANUFACTURING LLC *12 V019981*

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

FILING FEE - \$150.00

DFI/CORP/2000(R02/10/03) Use of this form is voluntary.

1 of 5

ARTICLES OF MERGER

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

CONINGENCY STATEMENT -- The surviving business entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business 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

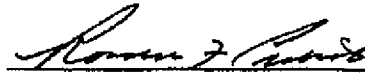
(Append or attach the **PLAN OF MERGER**. Optional Plan of Merger template on Pages 4 & 5)

4. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on _____ (date) at _____ (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.)

5. Executed on JANUARY 1, 2005 (date) by the surviving business entity on behalf of all parties to the merger.



(Signature)

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

Ronald F. Prebish

(Printed Name)

For a **limited partnership**
Title: General Partner

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

For a **limited liability company**
Title: Member OR Manager

This document was drafted by: STEVEN M. PREBISH, ESQ.

(Name the individual who drafted the document)

**PLAN AND AGREEMENT
OF
MERGER**

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") is made and entered into this 1st day of January, 2005 between VILTER MANUFACTURING CORPORATION, a Wisconsin corporation ("Vilter"), and VMC MANUFACTURING LLC, a Wisconsin limited liability company ("VMC" or "Surviving Entity").

WHEREAS, Vilter has an authorized capital consisting of 100,000 shares of preferred stock, par value \$5.00 per share, and 1,000,000 shares of common stock, par value per share, of which 135,691.91 shares of common stock are issued and outstanding and 23,847.09 are held in treasury. There are no shares of preferred stock issued or outstanding;

WHEREAS, VMC is the sole shareholder of Vilter; and

WHEREAS, the shareholder and directors of Vilter, and the manager of VMC, deem it advisable, and in the best business interests of each of Vilter and VMC, to reduce operating costs and facilitate operating efficiencies, and otherwise generally to the advantage and welfare of Vilter and VMC to merge under and pursuant to the applicable laws of the State of Wisconsin.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, covenants and grants herein contained, it is hereby agreed by and between the said parties hereto that Vilter shall be merged with and into VMC (the "Merger"), wherein VMC shall be the surviving entity and the separate existence of Vilter shall cease.

The parties hereto do, by these presents, agree to and prescribe the terms and conditions of the Merger, and the mode of carrying the same into effect, which terms and conditions and mode of carrying the same into effect said parties hereto do mutually and severally agree and covenant to observe, keep and perform, that is to say:

ARTICLE I

Vilter shall be and is hereby merged with and into VMC, such Merger to be effective, for Federal and State Tax purposes, as of January 1, 2005.

ARTICLE II

The name of the surviving entity is VMC Manufacturing LLC, a Wisconsin limited liability company.

ARTICLE III

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At the effective time of the Merger, by virtue of the Merger, and in addition to, and without any further act on the part of either Vilter or VMC, all of the, issued and outstanding shares of capital stock of Vilter shall be deemed extinguished and cancelled.

ARTICLE IV

- A. The identity, existence, franchises, rights and immunities of VMC shall continue unaffected and unimpaired. VMC shall possess the powers, privileges and rights granted by and shall be governed by and subject to this Agreement.
- B. The Articles of Organization of VMC shall be the Articles of Organization of the Surviving Entity as the same shall be in effect on the effective date of the Merger.
- C. The corporate name and organization of Vilter, except insofar as the same are continued by statute, shall cease as soon as this Agreement shall have been authorized, adopted, approved, signed, acknowledged and filed with the Wisconsin Department of Financial Institutions.

ARTICLE V

At any time prior to the filing of this Agreement with the Wisconsin Department of Financial Institutions, this Agreement may be terminated, amended, altered or repealed and other provisions authorized by the statutes of the State of Wisconsin at the time in force may be added or inserted in the manner and at the time prescribed by such statutes, and all rights at any time conferred upon the Shareholders by this Agreement are subject to the provisions of this Article V.

ARTICLE VI

- A. Upon the consummation of the Merger hereby provided for, each and every right, privilege, power, and franchise, and each and every other interest of Vilter shall be thereafter as fully and effectually the property of the Surviving Entity; provided, however, that all rights of creditors and all liens upon any property of the parties hereto, and the title to any real estate, whether by deed or otherwise, vested in the Surviving Entity shall not revert or be in anyway impaired by reason of the Merger, and shall be preserved unimpaired; and all rights of creditors, debts, liabilities and duties of Vilter shall be thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said rights of creditors, debts, liabilities and duties had been incurred or contracted by the Surviving Entity.
- B. If at anytime the Surviving Entity shall deem or be advised that any further assignments, assurances in the law or other things are necessary or desirable to vest in it, according to the terms hereof, the title to any property of Vilter, the proper officers of Vilter shall and will execute and do all such proper assignments,

assurances in the law and other things necessary or proper to vest title to such property in the Surviving Entity and otherwise to carry out the purposes of this Agreement.

ARTICLE VII

This Agreement has been approved by duly adopted resolutions of the directors and shareholders of Vilter, and the manager of VMC.

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

VILTER MANUFACTURING CORPORATION,
a Wisconsin corporation

By: *Ronald J. Buehler*

VMC MANUFACTURING LLC, a
Wisconsin limited liability company

By: *Ronald J. Buehler*