

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2011

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Johnson Ventures II, Inc.		12/30/2010	CORPORATION: INDIANA

<b>RECEIVING PARTY DATA</b>	
Name:	Victor Oolitic Stone Company
Street Address:	301 Main Street
Internal Address:	PO Box 27
City:	Oolitic
State/Country:	INDIANA
Postal Code:	47451
Entity Type:	CORPORATION: INDIANA

<b>PROPERTY NUMBERS Total: 1</b>		
Property Type	Number	Word Mark
Registration Number:	3171013	VANDERBILT CLASSIC

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2163485474
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	216.348.5400
Email:	abaiers@mcdonaldhopkins.com
Correspondent Name:	David B. Cupar c/o McDonald Hopkins LLC
Address Line 1:	600 Superior Ave., E., Ste. 2100
Address Line 4:	Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	38574-00001
NAME OF SUBMITTER:	David B. Cupar

CH \$40.00 3171013

Signature:	/David B. Cupar/
Date:	01/17/2014
<b>Total Attachments: 7</b> source=Merger of VictorOolitic Stone Company (4654972)#page1.tif source=Merger of VictorOolitic Stone Company (4654972)#page2.tif source=Merger of VictorOolitic Stone Company (4654972)#page3.tif source=Merger of VictorOolitic Stone Company (4654972)#page4.tif source=Merger of VictorOolitic Stone Company (4654972)#page5.tif source=Merger of VictorOolitic Stone Company (4654972)#page6.tif source=Merger of VictorOolitic Stone Company (4654972)#page7.tif	

**State of Indiana  
Office of the Secretary of State**

CERTIFICATE OF MERGER

of

**VICTOR OOLITIC STONE COMPANY**

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

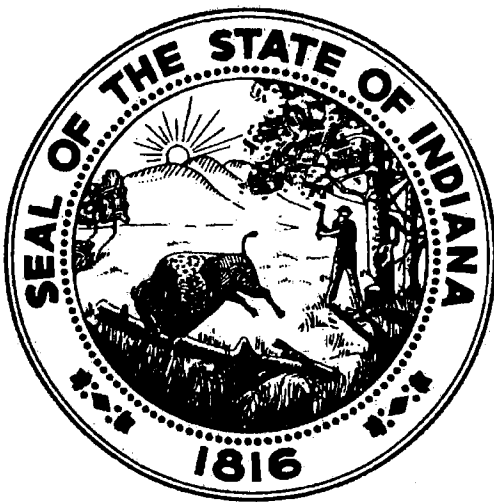
**JOHNSON VENTURES II, INC.**

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

**VICTOR OOLITIC STONE COMPANY**

NOW, THEREFORE, with this document I certify that said transaction will become effective Saturday, January 01, 2011.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 30, 2010.

A handwritten signature in black ink that reads "Charles P. White".

CHARLES P. WHITE,  
SECRETARY OF STATE

2009111600200 / 2011010458936

**TRADEMARK  
REEL: 005195 FRAME: 0897**

APPROVED  
AND  
FILED

*Charles P. White*

IND. SECRETARY OF STATE



ARTICLES OF MERGER

State Form 39036 (R7 / 1-03)  
Approved by State Board of Accounts, 1995

TODD ROKITA  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington Street, Rm. ED16  
Indianapolis, IN 46204  
Telephone: (317) 232-6876

Indiana Code 23-1-40-1 et. seq.  
FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.  
Present original and one (1) copy to the address in upper right corner of this form.  
Please TYPE or PRINT.  
Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov)

ARTICLES OF MERGER / SHARE EXCHANGE OF <u>Johnson Ventures II, Inc.</u> <small>(hereinafter "the nonsurviving corporation(s)")</small>	2008 DEC 30 PM 3:36 CORPORATION RECEIVED
INTO <u>Victor Dolitic Stone Company</u> <small>(hereinafter "the surviving corporation")</small>	

**ARTICLE I - SURVIVING CORPORATION**

The name of the corporation surviving the merger is Victor Dolitic Stone Company  
and such name  has  has not (designate which) been changed as a result of the merger.

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on November 13, 2009.

b. The surviving corporation is a foreign corporation incorporated under the laws of the State of \_\_\_\_\_ and  qualified  not qualified (designate which) to do business in Indiana.  
If the surviving corporation is qualified to do business in Indiana, state the date of qualification: \_\_\_\_\_  
(If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".)

**ARTICLE II - NONSURVIVING CORPORATION(S)**

The name, state of incorporation, and date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation <u>Johnson Ventures II, Inc.</u>	Date of Incorporation or qualification in Indiana (if applicable) <u>December 23, 2002</u>
State of Domicile <u>Indiana</u>	
Name of Corporation	Date of Incorporation or qualification in Indiana (if applicable)
State of Domicile	
Name of Corporation	Date of Incorporation or qualification in Indiana (if applicable)
State of Domicile	

**ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE**

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

**ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)**

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on \_\_\_\_\_ 20\_\_\_\_ and signed by all shareholders entitled to vote.
- B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

**ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)**

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

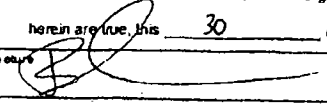
The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on \_\_\_\_\_ 20\_\_\_\_ and signed by all shareholders entitled to vote.
- B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

In Witness Whereof, the undersigned being the Vice President and Secretary of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 30 day of December, 2010

Signature



Printed name

Bassem A. Mansour

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "*Agreement*") is being entered into as of December 30, 2010, by and between Victor Oolitic Stone Company, an Indiana corporation ("*Parent*," or the "*Surviving Corporation*"), and Johnson Ventures II, Inc., an Indiana corporation ("*Subsidiary*").

**RECITALS**

A. Subsidiary and Parent have agreed to merge pursuant to the terms, provisions and conditions set forth in this Agreement in accordance with Section 23-1-40-4 of the Indiana Business Corporation Law (the "*IBCL*").

B. The Board of Directors of Subsidiary and the Board of Directors of Parent have each approved the Merger (as defined below) and adopted this Agreement.

C. Pursuant to Section 23-1-40-4 of the IBCL, neither the sole shareholder of Parent nor Parent, as the sole shareholder of Subsidiary, must approve the Merger.

D. Parent, as the sole shareholder of Subsidiary, hereby waives the requirement that a copy or summary of the plan of merger be mailed to Parent.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants herein-contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

**ARTICLE I**

**THE MERGER**

1.1 Merger; Surviving Corporation. At the Effective Time (as defined below), Subsidiary will be merged with and into Parent (the "*Merger*") in accordance with the IBCL, whereupon the separate existence of Subsidiary will cease, and Parent will be the Surviving Corporation and will continue to exist under and be governed by the IBCL. The name of the Surviving Corporation will be Victor Oolitic Stone Company.

1.2 Articles of Merger. Subsidiary will file an articles of merger (the "*Articles of Merger*") with the Secretary of State of the State of Indiana and will make all other filings or recordings required by the IBCL in connection with the Merger.

1.3 Effective Time. The Merger will become effective at 12:02 a.m., Eastern Standard Time, on January 1, 2011 (the "*Effective Time*").

## ARTICLE II

### THE SURVIVING CORPORATION

2.1 Articles of Incorporation. At the Effective Time, upon the filing of the Articles of Merger with the Secretary of State of the State of Indiana, without any further action on the part of Parent or Subsidiary, the Articles of Incorporation of Parent in effect at the Effective Time will be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 Bylaws. At the Effective Time and without any further action on the part of Parent or Subsidiary, the Bylaws of Parent in effect at the Effective Time will be the Bylaws of the Surviving Corporation until amended in accordance with applicable law.

2.3 Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the Surviving Corporation's Bylaws and applicable law, (a) the directors of Parent at the Effective Time will be the directors of the Surviving Corporation, and (b) the officers of Parent at the Effective Time will be the officers of the Surviving Corporation.

## ARTICLE III

### EFFECT OF THE MERGER

3.1 Effect of Merger. At the Effective Time, the effect of the Merger will be as provided by this Agreement and by the applicable provisions of the IBCL.

3.2 Further Action by Subsidiary. If after the Effective Time the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of Subsidiary or otherwise to carry out the provisions of this Agreement, the directors or officers of Subsidiary last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of Subsidiary last in office are not able or available to execute such documentation or perform such acts, the directors and officers of the Surviving Corporation will be authorized to act on behalf of Subsidiary.

3.3 Stock of the Surviving Corporation. The authorized number and par value of shares of the capital stock of Parent immediately prior to the Effective Time will be the authorized number and par value of shares of the capital stock of the Surviving Corporation from and after the Effective Time.

3.4 Parent Shares. Immediately prior to the Effective Time, VO Stone Holdings, Inc., a Delaware corporation, will own 100 shares of common stock, par value \$.01 per share, of Parent (collectively, the "*Parent Shares*"). At the Effective Time and without any further action on the part of Parent or Subsidiary, the Parent Shares will be converted into an

aggregate of 100 shares of common stock, par value \$.01 per share, of the Surviving Corporation.

3.5 Subsidiary Shares. Immediately prior to the Effective Time, Parent will own 10,508.40 shares of common stock, no par value, of Subsidiary (the "Subsidiary Shares"). At the Effective Time and without any further action on the part of Subsidiary or Parent, the Subsidiary Shares will be cancelled and no payment will be made with respect thereto.

#### ARTICLE IV

##### MISCELLANEOUS

4.1 Abandonment or Amendment. At any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Indiana, the Board of Directors of Subsidiary or the Board Directors of Parent may abandon the proposed Merger to the extent permitted by law or may amend this Agreement pursuant to a writing signed by both parties hereto.

4.2 Waiver of Mailing Requirement. Parent, as the sole shareholder of Subsidiary, hereby expressly waives the requirement that a copy or summary of the plan of merger be mailed to Parent under IBCL.

4.3 Counterparts; Signatures. This Agreement may be executed in separate counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy or facsimile of any signature necessary to authorize, adopt or execute this Agreement or any other document necessary to effect the Merger will be treated for all purposes as an original signature.

4.4 Headings. The headings of articles and sections of this Agreement are for convenience of reference only, are not a part of this Agreement, and are not to be deemed to limit or affect any of the provisions this Agreement.

4.5 Complete Agreement. This Agreement contains the complete agreement among the parties with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

4.6 Third Parties. Nothing herein expressed or implied is intended or is to be construed to confer upon or give to any person, other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under, or by reason of, this Agreement.

4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its principles of conflicts of law.

[Signature Page Follows]



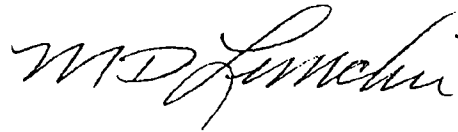
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their respective duly authorized officers on the day and year first above written.

**VICTOR OOLITIC STONE COMPANY**



By: \_\_\_\_\_  
Name: Bassem A. Mansour  
Title: Vice President and Secretary

**JOHNSON VENTURES II, INC.**



By: \_\_\_\_\_  
Name: Mike Lundin  
Title: Co-President and Secretary