

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	02/05/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Dryer, Inc.		02/05/2016	CORPORATION: MICHIGAN

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Ameri-Dry Acquisition LLC	02/05/2016	LIMITED LIABILITY COMPANY: ILLINOIS

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	American Dryer LLC
Street Address:	5700 McDermott Drive
City:	Berkeley
State/Country:	ILLINOIS
Postal Code:	60163
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	71659841	AMERICAN DRYER
Serial Number:	73018636	GLOBAL DRYER
Serial Number:	86101569	COLD PLASMA CLEAN
Serial Number:	86101781	CPC
Serial Number:	86101633	CPC
Serial Number:	86101707	COLD PLASMA CLEAN
Serial Number:	85805754	REVOLUTION
Serial Number:	77178496	EXTREMEAIR

CORRESPONDENCE DATA

Fax Number: 2036229392

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

Phone: 203-622-9360

Email: jas@gtlslaw.com

OP \$215.00 71659841

Correspondent Name: Jeffrey A. Slavin
Address Line 1: 31 Brookside Drive
Address Line 4: Greenwich, CONNECTICUT 06830

NAME OF SUBMITTER: Jeffrey A. Slavin

SIGNATURE: /Jeffrey A. Slavin/

DATE SIGNED: 02/11/2016

Total Attachments: 16

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**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name O'Brien, Tuna, Leal & Spallone LLC		Attn: JAS
Address 31 Brookside Drive		
City Greenwich	State CT	ZIP Code 06830

EFFECTIVE DATE:

Expiration date for new assumed names: December 31.

Expiration date for transferred assumed names appear on page 2.

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF MERGER

**Cross Entity Merger for use by Corporations, Limited Liability Companies,
and Limited Partnerships**

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1962 (nonprofit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1992 (limited partnerships), the undersigned entities execute the following Certificate of Merger:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent entity and its identification number is:

American Dryer, Inc.

259226

Ameri-Dry Acquisition LLC

N/A

b. The name of the constituent entity that will be the surviving (new) entity and its identification number is:

Ameri-Dry Acquisition LLC

N/A

Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:
5700 McDermott Drive, Berkeley, Illinois 60163

2. (Complete only if a later effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger (consolidation) shall be effective on the 5th day of February, 2019.

Complete for Corporations and Limited Liability Companies Only

The assumed names being transferred to continue for the remaining effective period of the Certificate of Assumed Name on file prior to the merger are:

Assumed Name	Corporation and/or LLC Transferred from	Expiration Date
N/A		

Nonsurvivor name to be used as assumed name of survivor:

American Dryer

Complete for Profit Corporations Only

For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class, if any
American Dryer, Inc.	Common Stock - 17,200	Common Stock	N/A
_____	_____	_____	_____

If the number of shares is subject to change prior to the effective date of the merger, the manner in which the change may occur is as follows:

The manner and basis of converting shares are as follows:

Outstanding American Dryer, Inc. shares will be surrendered and canceled upon the effective date.

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

N/A

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

a) The Plan of Merger was approved by unanimous consent of the incorporators of _____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

_____ (Signature of Incorporator)	_____ (Type or Print Name)	_____ (Signature of Incorporator)	_____ (Type or Print Name)
_____ (Signature of Incorporator)	_____ (Type or Print Name)	_____ (Signature of Incorporator)	_____ (Type or Print Name)

b) The plan of merger was approved by:

the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act.

American Dryer, Inc.

By Dan Storta
(Signature of Authorized Officer or Agent)

Dan Storta, President
(Type or Print Name)

American Dryer, Inc.
(Name of Corporation)

By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

(Name of Corporation)

Complete for Nonprofit Corporations Only

For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares of each class	Indicate classes of shares that are entitled to vote	Indicate each class that is entitled to vote as a class, if any
_____	_____	_____	_____
_____	_____	_____	_____

If the number of shares is subject to change prior to the effective date of the merger, the manner in which the change may occur is as follows:

For each corporation organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification, and voting rights of its members.

For each corporation organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification, and voting rights of its directors.

State the terms and conditions of the proposed merger. Include the manner and basis of converting the shares of or other interest in each constituent corporation into shares, obligations, or other securities of or membership or other interest in the surviving corporation, or into cash or other consideration.

The amendments to the Articles or a restatement of the Articles of the surviving corporation to be effected by the merger are as follows:

Other provisions with respect to the merger are as follows:

Complete for Nonprofit Corporations Only

The corporation has complied with the applicable provision of the law of the jurisdiction where it is organized.

The Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder or member of any constituent corporation.

The Plan of Merger was adopted by the board of each domestic corporation under section 736a(1)(b).

(Complete either section (a), (b), or (c) for each nonprofit corporation.)

a) The Plan of Merger was approved by unanimous consent of the incorporators of _____, a Michigan corporation which has not commenced business, has not issued any shares or memberships, and has not elected a Board of Directors.

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

b) The Plan of Merger was approved by the shareholders or members under section 703a of the Act.

By _____
(Signature of Authorized Officer or Agent)

By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

(Type or Print Name)

(Name of Corporation)

(Name of Corporation)

c) The corporation is organized on a directorship basis, and the Plan of Merger was approved by the board of directors under section 703a(3) of the Act.

By _____
(Signature of Authorized Officer or Agent)

By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

(Type or Print Name)

(Name of Corporation)

(Name of Corporation)

Complete for Limited Liability Companies Only

Check one of the following if Limited Liability Company is the survivor.

- There are no changes to be made to the Articles of Organization of the surviving limited liability company.
- The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be effected by the merger are as follows:

The manner and basis of converting the membership interests are as follows:

No conversion

The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

The Plan of Merger was approved by the members of each domestic limited liability company in accordance with section 705a(5) and by each constituent business organization in the manner provided by the laws of the jurisdiction in which it is organized.

For each limited liability company involved in the merger, this document is signed in accordance with Section 103 of the Act.

Signed this 5th day of February, 2016

By [Signature]

(Signature of Member, Manager or Authorized Agent)

John R. Lowden, Chairman of Sole Member

(Type or Print Name and Capacity)

Ameri-Dry Acquisition LLC

(Name of Limited Liability Company)

Signed this _____ day of _____

By _____

(Signature of Member, Manager or Authorized Agent)

(Type or Print Name and Capacity)

(Name of Limited Liability Company)

TRADEMARK

REEL: 005729 FRAME: 0761

Complete for Limited Partnerships Only

The Plan of Merger/Consolidation was approved by the partners of each constituent limited partnership in accordance with section 210(3) and by each constituent business organization in the manner provided by the laws of the jurisdiction in which it is organized.

The manner and basis of converting the partnership interests are as follows:

Check one of the following:

- The survivor is a limited partnership and there are no changes to be made to its Certificate of Limited Partnership.
- The survivor is a domestic limited partnership. Its Certificate of Limited Partnership is amended as a result of the merger. A restated Certificate of Limited Partnership is attached.
- The survivor is a foreign limited partnership organized in the state of _____ . A copy of its Certificate of Limited Partnership as amended as a result of the merger is attached.
- A new domestic limited partnership is created as a result of the consolidation. Its Certificate of Limited Partnership is attached.
- A new limited partnership from the state of _____ is created as a result of the consolidation. A copy of its Certificate of Limited Partnership or similar document is attached.
- The survivor is a domestic business organization other than a limited partnership. The organizing or governing documents of the surviving business organization are not amended as part of the merger.
- The survivor is a domestic business organization other than a limited partnership. The organizing or governing documents of the surviving business organization are amended as a result of the merger. A statement of these changes is attached.
- A new business organization from the state of _____ is created as a result of the consolidation. A copy of the organizing or governing documents of this new business organization are attached.
- The survivor is a business organization from the state of _____ . The organizing or governing documents of the surviving business organization are not amended as part of the merger.
- The survivor is a business organization from the state of _____ . A copy of its organizing or governing documents is attached. These documents are amended as a result of the merger. A statement of these changes is attached.

Signed this _____ day of _____

Signed this _____ day of _____

(Name of Limited Partnership)

(Name of Limited Partnership)

By _____
(Signature of General Partner)

By _____
(Signature of General Partner)

(Type or Print Name)

(Type or Print Name)

Form **LLC-37.25**

May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62758
217-524-3008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Merger

FILE #

This space for use by Secretary of State.

SPENDING DOCUMENT

Type or print clearly.

Filing Fee: \$
(Filing fee \$100 plus \$50 each entity more than two)

Approved:

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Ameri-Dry Acquisition LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>12/16/2015</u>	<u>05845331</u>
<u>American Dryer, Inc.</u>	<u>Corporation</u>	<u>Michigan</u>	<u>N/A</u>	<u>N/A</u>
_____	_____	_____	_____	_____

2. A copy of the plan as approved must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Ameri-Dry Acquisition LLC

b. Address of Surviving Entity: 5700 McDermott Drive, Berkeley, Illinois 60183

c. File Number (if any): 05545331

d. Jurisdiction: Illinois

4. Effective date of merger: (check one)

a. the filing date, or

b. a later date, but not more than 30 days subsequent to the filing date: _____

Month, Day, Year

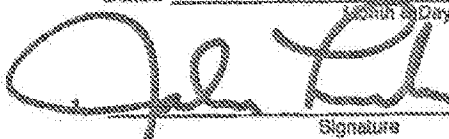
5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:

None.

If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

6. The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated February 2016
Month Day Year



Signature

John R. Lowden, Chairman of Sole Member
Name and Title (type or print)

Ameri-Dry Acquisition LLC
Name if a Corporation or other Entity

2. 

Signature

Dan Storta, President
Name and Title (type or print)

American Dryer, Inc.
Name if a Corporation or other Entity

3. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

4. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.
Carbon copy, photocopy or rubber stamp signatures
may only be used on conformed copies.**

Illinois
Limited Liability Company Act
Articles of Amendment

FILE #

This space for use by Secretary of State.

Secretary of State
Department of Business Services
Limited Liability Division
601 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

SUBMIT IN DUPLICATE

Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$150

Approved:

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

1. Limited Liability Company Name: AMERI-DRY AQUISITION LLC

2. Articles of Amendment effective on:

the file date

a later date (not to exceed 30 days after the file date)

Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

a) Admission of a new member (give name and address below)*

b) Admission of a new manager (give name and address below)*

c) Withdrawal of a member (give name below)*

d) Withdrawal of a manager (give name below)*

e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)

f) Change of registered agent and/or registered agent's office (give new name and/or address below, *Address change to P.O. box alone or c/o is unacceptable.*)

g) Change in the Limited Liability Company's name (give new name below)

h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization

i) Other (give information in space below)

j) Establish authority to issue series (see back filing fee \$400)*

* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:

None.

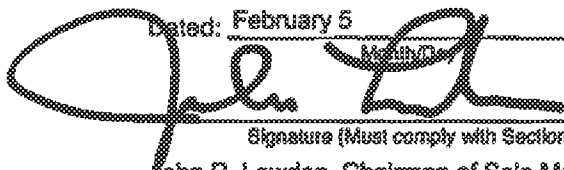
New Name of LLC (as changed): American Dryer LLC

The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

- 4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
- 5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: February 5, 2016
Month/Day Year



Signature (Must comply with Section 5-45 of ILCA.)
 John R. Lowden, Chairman of Sole Member
Name and Title (type or print)

World Dryer Corporation, Sole Member
If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

* The following paragraph is adopted when Item 3j is checked:

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the “**Agreement**”) is dated as of February 5, 2016 by and between Ameri-Dry Acquisition LLC, an Illinois limited liability company with a principal place of business at 5700 McDermott Drive, Berkeley, Illinois 60163 (“**Acquiror**”), and American Dryer Inc., a Michigan corporation with a principal place of business at 33067 Industrial Road, Livonia, Michigan 48150 (the “**Company**”).

WHEREAS, the sole member and board of managers of the Acquiror and the board of directors and shareholder of the Company (collectively, the “**Parties**”) have each adopted this Agreement and the transactions contemplated herein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Acquiror, its sole member and the Company and its shareholder;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Illinois Limited Liability Company Act (the “**LLC Act**”) and the Michigan Business Corporation Act of 1972 (the “**MCA**”), will merge with and into the Acquiror, leaving the Acquiror as the surviving entity (the “**Merger**”);

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “**Code**”); and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

1.1 “**Agreement**” means this Agreement and Plan of Merger.

1.2 “**Effective Time**” means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the Parties, which shall be at the time and on the date that articles of merger are filed by the Illinois Secretary of State.

1.3 “**LLC Act**” means the Illinois Limited Liability Company Act (805 Ill. Comp. Stat. Ann. 180/1-1 et seq.) as amended from time to time.

1.4 “**MCA**” means the Michigan Business Corporation Act of 1972 (Mich. Comp. Laws Ann. § 450 et seq.)

Any other terms defined herein shall have the meaning given to them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and under in accordance with Chapter 805 of the LLC Act and Section 450 of the MCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving entity (the “**Surviving Company**”). The effects and consequences of the Merger shall be as set forth in this Agreement, the LLC Act, and the MCA.

2.2 Organizational Documents. The operating agreement of the Acquiror in effect at the Effective Time shall be the operating agreement of the Surviving Company until thereafter amended as provided therein or by applicable law, and the articles of organization of the Acquiror in effect at the Effective Time, shall be the articles of organization of the Surviving Company until thereafter amended as provided therein or by applicable law.

2.3 Management. The sole member and the board of managers of the Acquiror immediately prior to the Effective Time shall manage the Surviving Company from and after the Effective Time and shall manage the Surviving Company until the earlier of its resignation or removal or until respective successors are duly elected or appointed and qualified in the manner provided for in the operating agreement of the Surviving Company or as otherwise provided by applicable law.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholder of the Company and the sole member and board of managers of the Acquiror.

ARTICLE III: CONVERSION OF SHARES

3.1 Conversion of Shares.

(a) Immediately preceding the Effective Time, the Company will have 20,000 authorized shares, with a par value of \$1.00 per share, of which 17,200 are issued and outstanding (“**Company Common Stock**”). All outstanding Company Common Stock reside in one class with each share carrying with it one vote. The number of issued and outstanding shares of Company Common Stock are not subject to change prior to the Effective Time.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the holder of shares of capital stock of the Company:

(i) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange; and

(ii) All membership interests of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

The Acquiror will take any necessary administrative actions to implement the transactions contemplated by this provision and the Agreement.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest, and all debts and other obligations of or belonging to or due to each of the Company on whatever account shall be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of this Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

ARTICLE IV: OTHER PROVISIONS

4.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.1):

If to the Acquiror, to:	Ameri-Dry Acquisition LLC 5700 McDermott Drive Berkeley, Illinois 60163 Email: jrlowden@newcastle-partners.com Facsimile: 203-863-9893 Attention: John R. Lowden, Chairman of Sole Member
with a copy (which shall not constitute notice to the Acquiror) to:	Gilbride, Tusa, Last & Spellane LLC 31 Brookside Drive Greenwich, CT 06830 Email: cst@gtlslaw.com Facsimile: 203-622-9392 Attention: Charlie S. Tusa, Esq.
If to the Company, to:	American Dryer, Inc. 35067 Industrial Road Livonia, Michigan 48150 Email: DStorto@worlddryer.com Attention: Dan Storto, President

with a copy (which will not constitute notice to the Company) to:

Gilbride, Tusa, Last & Spellane LLC
31 Brookside Drive
Greenwich, CT 06830
Email: cst@gtlslaw.com
Facsimile: 203-622-9392
Attention: Charlie S. Tusa, Esq.

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.2 Entire Agreement. This Agreement together with the articles of merger to be filed in both Illinois and Michigan constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.3 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4.4 Tax-Free Reorganization. This Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 351, 355 and 368(a) of the Code.

4.5 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.7 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.


4.8 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois. The state and federal courts located in Cook County, Illinois have the exclusive jurisdiction to hear any and all disputes arising from or related to the Agreement.

4.9 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

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

AMERI-DRY ACQUISITION LLC

By: World Dryer Corporation

By: 
Joan R. Lowden, Chairman

AMERICAN DRYER, INC.

By: 
Dan Storto, President