



IN THE

01-26-1999

TRADEMARK OFFICE

DB



Attorney Docket No 1105Q-200748

100950324

COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

M20
Sir 1-19-99

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) **Name Of Party Conveying or Previously Holding The Interest:**

King-Seeley Thermos Co

(2) **Name And Address Of Party Receiving or Presently Holding The Interest:**

Scotsman Group, Inc.
775 Corporate Woods Parkway
Vernon Hills, Illinois 60061

(3) **Description Of The Transaction To Be Recorded:**

Assignment License
 Change of Name Other - Agreement of Merger

(4) **Application(s) and/or Trademark Registration(s) Against Which Enclosure Is To Be Recorded:**

Serial Number _____, filed _____
 Application being filed concurrently herewith.
 Reg. Number 1,095,456, registered July 4, 1978.

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

H. Keith Miller
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, Michigan 48303

01/22/1999 BNGUYEN 00000144 1095456
01 FC:481 40.00 OP

(6) **Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Registrations: One (1)

Total Recordal Fee Enclosed: \$40.00

(7) **Date(s) The Document Was Executed:** March 21, 1989

(8) **The Present Owner Of The Trademark Is Domiciled In The United States:**

Yes No

If "No", An Appointment of Domestic Representative:

- Has already been filed
- Is enclosed herewith.
- Is not required. (Change of Name only)

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant has not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

By: Stanley M. Erjavac
 H. Keith Miller, Esq., Reg. No. 22,484
 Stanley M. Erjavac, Esq., Reg. No. 38,442
 Attorneys for Applicant

Date January 15, 1999



State of Delaware
Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "KING-SEELEY THERMOS CO." MERGING WITH AND INTO "SCOTSMAN GROUP INC." UNDER THE NAME OF "SCOTSMAN GROUP INC." AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 1989, AT 12 O'CLOCK P.M.

* * * * *



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION: *3826663

DATE: 03/19/1993

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TRADEMARK
REEL: 1846 FRAME: 0447

AGREEMENT OF MERGER

This Agreement of Merger (the "Merger Agreement") dated as of March 21, 1989 between King-Seeley Thermos Co. ("KST"), and Scotsman Group Inc. ("SGI" or "Surviving Corporation"; KST and SGI being sometimes called collectively the "Constituent Corporations").

A. KST is a Delaware corporation having an authorized capital of 35,000 shares of common stock, no par value ("KST Common Stock"), of which on the date hereof, 35,000 shares are issued and outstanding and owned by Household Manufacturing, Inc., a Delaware corporation ("HMI").

B. SGI is a Delaware corporation having an authorized capital of 10,000 shares of common stock, \$1.00 par value per share ("SGI Common Stock"), of which 1,000 shares are issued and outstanding and owned by HMI.

C. The respective Boards of Directors of the Constituent Corporations have approved this Merger Agreement and deem it advisable to merge KST into SGI as provided in this Merger Agreement, upon the terms and subject to the conditions set forth in this Agreement, it being the intention of the parties that this transaction will be a tax-free reorganization with respect to all parties in accordance with Section 368(a)(2)(A) of the Internal Revenue Code of 1986, as amended. The Boards of Directors of KST and SGI have further directed that this Merger Agreement be submitted to HMI, the sole stockholder of each of KST and SGI, for adoption.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

Merger

1.1. Merger. At the Effective Time of the Merger, as hereinafter defined, KST shall be merged with and into SGI (the "Merger"). SGI, as the Surviving Corporation, shall continue unaffected and unimpaired by the Merger to exist under and be governed by the laws of the State of Delaware. Upon the effectiveness of the Merger, the separate existence of KST shall cease except to the extent provided by law in the case of a corporation after its merger into another corporation.

1.2 Filing and Effectiveness. Upon the adoption of this Merger Agreement by HMI, this Merger Agreement, executed and acknowledged in accordance with the laws of the State of Delaware, shall be filed in the Office of the Secretary of State of the State of Delaware. The Merger shall become effective immediately upon such filing as provided by the Delaware General

Corporation Law. The date and the time of effectiveness of the Merger are herein called, respectively, the "Effective Date of the Merger" and the "Effective Time of the Merger."

1.3 Certificate of Incorporation, Bylaws, Directors and Officers. The Certificate of Incorporation and Bylaws of SGI, as in effect on the Effective Date of the Merger, shall continue in full force and effect as the Certificate of Incorporation and Bylaws of the Surviving Corporation. The directors and officers of SGI at the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors are elected and qualified.

1.4 Further Assurances. From time to time after the Effective Time of the Merger, as and when requested by SGI, or by its successors and assigns, the officers and directors of KST last in office shall execute and deliver such deeds and other instruments and will take or cause to be taken such further or other action as shall be necessary in order to vest or perfect or to confirm, of record or otherwise, in SGI title to, and possession of, all the property, rights, privileges, powers, immunities and franchises of KST and otherwise carry out the purposes of this Merger Agreement.

ARTICLE II

Conversion or Cancellation of Shares

2.1 Shares of Surviving Corporation. None of the issued shares of SGI Common Stock shall be converted as a result of the Merger but all such shares shall remain issued shares of Common Stock of the Surviving Corporation.

2.2 KST Common Stock. At the Effective Time of the Merger, the issued and outstanding shares of KST Common Stock shall automatically be cancelled.

ARTICLE III

Conditions and Termination

3.1 Conditions. The obligations of each Constituent Corporation under this Merger Agreement are subject to the condition that, prior to the Effective Time of the Merger, HMI shall have adopted this Merger Agreement as required by the laws of the State of Delaware, including without limitation the Delaware General Corporation Act.

3.2 Termination. Notwithstanding the approval and adoption of this Merger Agreement by the Boards of Directors of both Constituent Corporations and HMI, this Merger Agreement may

be terminated and the Merger abandoned prior to the Effective Time of the Merger by:

(a) the mutual consent of the Boards of Directors of the Constituent Corporations; or

(b) the Board of Directors of either Constituent Corporation if the Merger has not become effective by April 30, 1989.

ARTICLE IV

General

4.1 Partial Invalidity. Wherever possible each provision of this Merger Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Merger Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Merger Agreement.

4.2. Interpretation; Counterparts. This Merger Agreement shall be governed by the laws of the State of Delaware, and may be executed in two or more counterparts, each of which shall be deemed an original but all of which together when executed by the parties hereby shall constitute one and the same instrument. The headings of the several articles and sections herein are for convenience of reference only and shall not be part of or affect the meaning or interpretation of this Merger Agreement.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Merger Agreement to be executed by their respective officers thereunto duly authorized, and their respective seals to be affixed and attested, all as of the date first above written.

KING-SEELEY THERMOS CO.

(Corporate Seal)

By: *Robin G. Munden*
Robin G. Munden
Vice President, General Counsel
and Secretary

Attest:

By: *Thomas L. Aldrich*
Thomas L. Aldrich
Assistant Secretary

SCOTSMAN GROUP INC.

(Corporate Seal)

By: *Michael A. DeLuca*
Michael A. DeLuca
Vice President

Attest:


By: *Ronald C. Roselli*
Ronald C. Roselli
Assistant Secretary

The undersigned, being the duly elected Assistant Secretary of Scotsman Group Inc., a Delaware Corporation ("SGI"), does hereby certify that this Merger Agreement has been adopted by the sole stockholder of SGI, pursuant to Section 251(c) of the Delaware General Corporation Law, by Written Consent in Lieu of a Special Meeting dated as of March 21, 1989.



Ronald C. Roselli
Assistant Secretary

The undersigned, being the duly elected Assistant Secretary of King-Seeley Thermos Co., a Delaware Corporation ("KST"), does hereby certify that this Merger Agreement has been adopted by the sole stockholder of KST, pursuant to Section 251(c) of the Delaware General Corporation Law, by Written Consent in Lieu of a Special Meeting dated as of March 21, 1989.



Thomas L. Aldrich
Assistant Secretary