

05-25-2000



101367391

5-11-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

05/24/2000 JSHABAZZ 00000191 1597174

FOR OFFICE USE ONLY

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002079 FRAME: 0340

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,597,174"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

B. Joseph Schaeff

Name of Person Signing

B. Joseph Schaeff 4/19/2009

Signature

Date Signed

43122325101

The undersigned hereby certify the following pursuant to Section 1701.81 of the Ohio Revised Code:

1. The Agreement and Plan of Merger dated as of December 9, 1993 between AUTOMAX, INC., an Ohio corporation ("Automax"), and ACCORD CONTROLS, INC., an Ohio corporation ("Accord"), in the form attached hereto as Exhibit A (the "Merger Agreement"), provides that, effective as of the close of business on December 31, 1993, Accord will be merged into Automax (the surviving corporation in the merger) pursuant to Section 1701.80 of the Ohio Revised Code in accordance with the terms and conditions set forth in the Merger Agreement.

2. The Merger Agreement was approved by the Board of Directors of Automax acting by unanimous written consent without meeting dated as of December 9th, 1993, as permitted by Section 1701.54 of the Ohio Revised Code.

3. The Merger Agreement was approved by the Board of Directors of Accord acting by unanimous written consent without meeting dated as of December 9th, 1993, as permitted by Section 1701.54 of the Ohio Revised Code.

4. Automax owns all of the outstanding shares of Accord and there is no other class of shares of Accord outstanding, and none of the conditions set forth in Section 1701.78(D)(1), (2), (3) or (4) of the Ohio Revised Code exist. Additionally, none of the provisions of Chapter 1704 of the Ohio Revised Code prevent the merger from being effected.

5. Since Accord is a wholly-owned subsidiary of Automax, under Ohio Revised Code Section 1701.80(C)(1), the Merger Agreement did not require approval of the shareholders of either Accord or Automax.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger on this 2 day of January, 1994.

"Automax"

"Accord"

AUTOMAX, INC.

ACCORD CONTROLS, INC.

By Joseph M. Herzog
Joseph M. Herzog
President

By Joseph M. Herzog
Joseph M. Herzog
President

And Ronald F. Shuff
Ronald F. Shuff
Secretary

And Ronald F. Shuff
Ronald F. Shuff
Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 9th day of December, 1993 between AUTOMAX, INC., an Ohio corporation ("Automax"), and ACCORD CONTROLS, INC., an Ohio corporation ("Accord"), under the following circumstances:

A. Automax holds all of the outstanding common shares of Accord, which consists of 500 shares, and there is no other class of shares of Accord outstanding.

B. The Boards of Directors of Automax and Accord have determined that it is advisable and in the best interests of their respective corporations that Accord be merged with and into Automax in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. At the close of business on December 31, 1993 (the "Effective Time of the Merger"), Accord shall be merged with and into Automax pursuant to Section 1701.80 of the Ohio Revised Code (the "Merger"), the separate existence of Accord shall cease, and Automax shall be the corporation surviving the Merger, all in accordance with the terms and conditions of this Agreement.

2. Terms of the Merger. (a) Each common share of Accord issued and outstanding immediately prior to the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, shall be cancelled without further consideration.

(b) No change shall be effected by the Merger in the outstanding shares of Automax.

3. Effect of the Merger. At the Effective Time of the Merger, the separate existence of Accord shall cease and Automax shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of Accord, and all obligations belonging to or due to Accord, all of which shall be fully vested in Automax without further act or deed, and the title to any real estate or any interest therein vested in Accord shall vest in Automax. Any claim existing, or action or proceeding pending, by or against Accord, may be prosecuted to judgment, with the right of appeal, as if the Merger had not taken place, or Automax may be substituted in its place. All of the rights of creditors of Accord shall be preserved unimpaired, and all liens upon the property of Accord shall be preserved.

unimpaired, on only the property affected by such liens immediately prior to the Effective Time of the Merger.

4. Amendment or Termination of Merger Agreement;

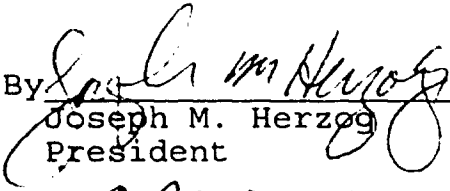
Waiver of Conditions. Prior to the Effective Time of the Merger, Automax and Accord, by action of their respective Boards of Directors, to the extent permitted by law, may (i) amend, modify, supplement and interpret this Agreement by mutual agreement; and (ii) terminate this Agreement, in which event the Merger shall not be consummated and this Agreement shall be of no further force or effect.

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

"Automax"

AUTOMAX, INC.

By


Joseph M. Herzog
President

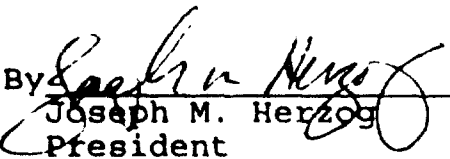
And


Ronald F. Shuff
Secretary

"Accord"

ACCORD CONTROLS, INC.

By


Joseph M. Herzog
President

And


Ronald F. Shuff
Secretary