



08-09-2001

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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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Send original documents or copy thereof.

1. Name of conveying party(ies):
Fabex, Inc. **8-307**
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Ohio
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Standard Products Company
Internal Address: _____
Street Address: 701 Lima Avenue
City: Findlay State: OH Zip: 45840
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Ohio
 Other _____
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 1, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,994,794
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deborah B. Uluer
Internal Address: _____
Jones, Day, Reavis & Pogue
Street Address: 901 Lakeside Avenue
City: Cleveland State: OH Zip: 45840

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Deborah B. Uluer [Signature] 8/1/01
Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/08/2001 6TON11 00000147 1994794
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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement"), dated as of 6/27/01, 2001 is entered into by and between The Standard Products Company, an Ohio corporation ("Standard Products"), Form Rite Corp., a Delaware corporation ("Form Rite") and Fabex, Inc., an Ohio corporation ("Fabex").

RECITALS:

A. The respective Boards of Directors of Standard Products, Form Rite and Fabex have approved this Agreement, as a result of which Form Rite and Fabex will be merged with and into Standard Products, with Standard Products as the Surviving Corporation (as hereinafter defined), pursuant to and in accordance with the applicable laws of the State of Ohio and the State of Delaware and otherwise upon the terms and conditions set forth herein (the "Merger"); and

B. The stockholders of Standard Products, Form Rite and Fabex have unanimously approved this Agreement and the Merger;

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein contained, and for other good and valuable consideration, Standard Products, Form Rite and Fabex hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the terms defined in this Section 1.1 have the meanings specified as follows:

"Agreement" has the meaning set forth in the preamble.

"Constituent Corporations" means Standard Products, Form Rite and Fabex.

"DGCL" means the General Corporation Law of the State of Delaware, Chapter 1, of Title 8 of the Delaware Code of 1953, as amended.

"Effective Time" means 12:01 a.m. July 1, 2001.

"Merger" has the meaning set forth in Recital A.

"Ohio Statutory Agent" has the meaning set forth in Section 3.3.

"ORC" means the Ohio Revised Code, as amended.

"Standard Products" has the meaning set forth in the preamble hereto.

"Form Rite" has the meaning set forth in the preamble hereto.

"Fabex" has the meaning set forth in the preamble hereto.

"Person" means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust or other legal entity.

"Surviving Corporation" means Standard Products which shall be known as "Cooper-Standard Automotive Inc." after the Effective Time.

ARTICLE II

MERGER: EFFECTS OF MERGER

2.1 Merger: Surviving Corporation. At the Effective Time, (a) Form Rite and Fabex are to be merged with and into Standard Products on the terms and conditions hereinafter set forth as permitted by and in accordance with Section 1701.79 of the ORC and Section 252 of the DGCL, (b) the separate existence of Form Rite is to cease, (c) the separate existence of Fabex is to cease, and (c) Standard Products, as the Surviving Corporation, is to continue to exist under and be governed by the ORC. The name of the Surviving Corporation shall be "Cooper-Standard Automotive Inc."

2.2 Effective Time of Merger. A Certificate of Merger is to be filed with the Secretary of State of the State of Ohio pursuant to Section 1701.81 of the ORC and with the Secretary of State of the State of Delaware pursuant to Section 252 of the DGCL on the date hereof. The Merger will become effective at the Effective Time.

2.3 Certain Effects of the Merger. At the Effective Time, the effects of the Merger are as provided by the applicable provisions of the ORC and the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time: (a) the Surviving Corporation will possess (i) all assets and property of every description, and every interest therein, wherever located, of each of the Constituent Corporations, (ii) all rights, privileges, immunities, interests, powers, franchises, and authority of a public as well as of a private nature of each of the Constituent Corporations, and (iii) all obligations belonging to or due to each of the Constituent Corporations, and all of such items specified in the preceding clauses (i) - (iii) will be vested in the Surviving Corporation without further act or deed; (b) title to any real estate or any interest therein vested in the Constituent Corporations will not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of any of the Constituent Corporations will be preserved unimpaired; and (d) the Surviving Corporation will be liable for all the obligations of each of the Constituent Corporations, and any claim existing, or action or proceeding pending, by or against either of the Constituent Corporations may be prosecuted to judgment with right of appeal, as if the Merger had not taken place.

2.4 Further Action. If at any time after the Effective Time the Surviving Corporation considers it to be 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, interests, privileges, powers and

Franchises of any of the Constituent Corporations or otherwise to carry out the provisions of this Agreement, the proper directors and officers of any of the Constituent Corporations last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments and assurances, and do and perform all things necessary or proper to vest, perfect, or confirm title to such property, rights, interests, privileges, powers and franchises in the Surviving Corporation, and otherwise to carry out the transactions contemplated by this Agreement.

ARTICLE III

THE SURVIVING CORPORATION

3.1 Articles of Incorporation. The Certificate of Incorporation of Standard Products as in effect prior to the Effective Time will, from and after the Effective Time until amended in accordance with law, continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, except that the name of the surviving corporation shall be "Cooper-Standard Automotive Inc."

3.2 By-laws. The By-laws of Standard Products, as in effect immediately prior to the Effective Time, will, from and after the Effective Time until amended in accordance with law, continue in full force and effect as the By-laws of the Surviving Corporation.

3.3 Statutory Agent. The Surviving Corporation hereby appoints Richard D. Teeple, 701 Lima Avenue, Findlay, Ohio 45840 as statutory agent upon whom any process, notice, or demand against Form Rite, Fabex or the Surviving Corporation may be served. In addition, the Surviving Corporation hereby consents to service of process in the State of Ohio upon such statutory agent.

3.4 Directors. From and after the Effective Time until their respective successors are elected and qualified, the directors of the Surviving Corporation will be those persons who are, immediately prior to the Effective Time, the directors of Standard Products.

3.5 Officers. From and after the Effective Time until their respective successors are elected and qualified, the officers of the Surviving Corporation will be those persons who are, immediately prior to the Effective Time, the officers of Standard Products.

ARTICLE IV

TREATMENT OF SECURITIES

4.1 Conversion of Securities. At the Effective Time, by reason of the Merger and without any action of the holder thereof, (a) the 18,169 common shares of Fabex will be converted into a total of 18 shares of common stock, no par value, of the Surviving Corporation, (b) the 4 common shares of Form Rite will be converted into a total of 2 shares of common stock, no par

value, of the Surviving Corporation, (c) the 1000 Class A preferred shares of Form Rite will be converted into a total of 1 share of common stock, no par value, of the Surviving Corporation and (d) the 2,000 shares of Class B preferred stock of Form Rite will be converted into a total of 2 shares of common stock, no par value, of the Surviving Corporation.

4.2 Surrender and Exchange of Certificates. After the Effective Time, each holder of an outstanding certificate for shares of Form Rite or Fabex Common Stock converted in the Merger, upon surrender of the same to the Surviving Corporation, will receive promptly in exchange for each such certificate the shares of common stock of the Surviving Corporation as provided in Section 4.1 of this Agreement. Pending such surrender and exchange, such holder's certificate for shares of Form Rite or Fabex stock will be deemed for all corporate purposes, by virtue of the Merger and without any action on the part of the holder thereof, to evidence only the right to receive shares of common stock of the Surviving Corporation, all as provided by Section 4.1 of this Agreement. Unless and until any such outstanding certificate for shares of Form Rite or Fabex stock will be so surrendered, no dividend or distribution of cash, capital stock or other property payable to the holders of record of stock as of the date subsequent to the Effective Time will be paid to the holder of such outstanding certificate, but upon surrender of such outstanding certificate, there will be paid (without interest) to the record holder of the certificates for shares of common stock issued in exchange therefor on or as soon as practicable after such date of surrender, the amount of dividends or distributions, if any, which as of any date subsequent to the Effective Time became payable and were not paid to such holder with respect to the number of whole shares of common stock represented by such certificates.

ARTICLE V

MISCELLANEOUS

5.1 Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

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

5.4 Third Parties. Nothing herein expressed or implied is intended or will be construed to confer upon or give to any Person, other than the parties to this Agreement, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.5 Incorporation of Schedules. The Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day and year firth above written.

THE STANDARD PRODUCTS
COMPANY, an Ohio corporation

By: C F Nagy

Name: C.F. NAGY

Title: ASS'T TREASURER

By: S.O. Schroeder

Name: S.O. SCHROEDER

Title: TREASURER

FORM RITE CORP., a Delaware corporation

By: C F Nagy

Name: C.F. NAGY

Title: ASS'T TREASURER

By: S.O. Schroeder

Name: S.O. SCHROEDER

Title: TREASURER

FABEX, INC., an Ohio corporation

By: C F Nagy

Title: C.F. NAGY

Name: ASS'T TREASURER

By: S.O. Schroeder

Name: S.O. SCHROEDER

Title: TREASURER