

05-28-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NWL Co., A Pennsylvania Business Trust. 3-19-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Business Trust
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 1, 1998

2. Name and address of receiving party(ies)

Name: NWL Co.

Internal Address: \_\_\_\_\_

Street Address: Rt. 40 East

City: Farmington State: PA Zip: 15437

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Maggie's Management LLC, General Partner
- Corporation-State
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Alan Wright

Internal Address: Building 5

Street Address: 1019 Route 519

City: Eighty Four State: PA Zip: 15330

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 290.00

- 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.

Michael Alan Wright

Michael Alan Wright  
Signature

3/7/02  
Date

03/29/2002 DBYRNE 1000219 200265

01 FC:481  
02 FC:482

40.00 OP  
250.00 DP

Total number of pages including cover sheet, attachments, and document. 13

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

TRADEMARK  
REEL: 002474 FRAME: 0286

Those Trademarks affected by merger of NWL Co., Business Trust  
Into NWL, LP, A Pennsylvania Limited Partnership

Registration No.:	Owner of Record:
2023260	Margaret H. Magerko, a U.S. citizen, as trustee of the NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
2062592	Margaret H. Magerko, a U.S. citizen, as trustee of the NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
2031733	Margaret H. Magerko, a U.S. citizen, as trustee of the NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
1971214	NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
2168858	Margaret H. Magerko, a U.S. Citizen, as trustee of the <u>NWL</u> CO Trust composed of Margaret H. Magerko, a U.S. citizen TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
2156013	Margaret H. Magerko, a U.S. citizen, as trustee of NWL CO. BUSINESS TRUST PENNSYLVANIA U.S. Route 40 East P.O. Box 188 Farmington PENNSYLVANIA 15437
2159862	Margaret H. Magerko, a U.S. citizen, as trustee of NWL CO. BUSINESS TRUST PENNSYLVANIA U.S. Route 40 East P.O. Box 188 Farmington PENNSYLVANIA 15437
2219146	NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
2143838	Margaret H. Magerko, a U.S. citizen, as trustee of the NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
2151144	Margaret H. Magerko, a U.S. citizen, as trustee of the NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437
2060409	Margaret H. Magerko, a U.S. citizen, as trustee of the NWL Co. BUSINESS TRUST PENNSYLVANIA U.S. Route 40, East P.O. Box 188 Farmington PENNSYLVANIA 15437

} Spelling  
errors

9794-403

Microfilm Number \_\_\_\_\_

Filed with the Department of State on DEC 24 1997

aty Number 279117

Secretary of the Commonwealth

**CERTIFICATE OF MERGER-LIMITED PARTNERSHIP**  
DSCB:15-8547 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 8547 (relating to certificate of merger or consolidation), the undersigned limited partnership(s), desiring to effect a merger, hereby state that:

1. The name of the limited partnership surviving the merger is: NWL Co.

2. (Check and complete one of the following):

The surviving limited partnership is a domestic limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 4121 Washington Road, McMurray, PA \* 15317 Washington  
Number and Street City State Zip County

(b) c/o: n/a  
Name of Commercial Registered Office Provider County

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

The surviving limited partnership is a qualified foreign limited partnership formed under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) \_\_\_\_\_  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

The surviving limited partnership is a nonqualified foreign limited partnership formed under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

\_\_\_\_\_  
Number and Street City State Zip

DEC 24 97



9794-405

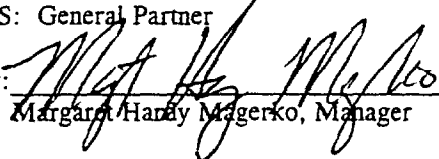
IN TESTIMONY WHEREOF, each undersigned limited partnership and business trust has caused this Certificate of Merger to be signed by a duly authorized officer thereof this 22 day of December, 1997.

NWL CO.

BY: MAGGIE'S MANAGEMENT, LLC

ITS: General Partner

By:

  
Margaret Hardy Magerko, Manager

NWL CO.

By:

  
Margaret Hardy Magerko, Trustee

## EXHIBIT A

**PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER is made and entered into effective as of January 1, 1998 at 12:02 a.m., by and between NWL Co. a Pennsylvania limited partnership ("NWL, LP"), and NWL Co., a Pennsylvania business trust ("NWL, BT"), with NWL, LP and NWL, BT sometimes collectively referred to as the "Constituent Entities," and NWL, LP sometimes referred to as the "Survivor".

W I T N E S S E T H:

WHEREAS, NWL, LP is a limited partnership formed as of January 1, 1998 at 12:01 a.m. under and in accordance with Chapter 85 of Title 15 of the Pennsylvania Consolidated Statutes (15 Pa. C.S.A. §§ 8511 et seq.); and

WHEREAS, NWL, BT is a business trust organized under and in accordance with Chapter 95 of Title 15 of the Pennsylvania Consolidated Statutes (15 Pa. C.S.A. §§ 9501 et seq.) and is taxable as a partnership for federal income tax purposes; and

WHEREAS, all of the partners (collectively, the "Partners") of NWL, LP have adopted the terms and provisions of this Plan and Agreement of Merger (this "Plan"); and

WHEREAS, the sole trustee of NWL, BT (the "Trustee") has approved this Plan; and

WHEREAS, all of the owners of outstanding shares of beneficial interest in NWL, BT (the "Beneficiaries"), have adopted this Plan in accordance with the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended, which permit such a merger; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the parties covenant and agree as follows:

1. MERGER

NWL, BT shall upon and subject to the terms and conditions set forth in this Plan be merged with and into NWL, LP (the "Merger"), and NWL, LP shall be the Survivor of said Merger and shall continue to do business as, and under the name of, "NWL Co.", a limited partnership organized under the laws of the Commonwealth of Pennsylvania. Except as continued by operation of law, the separate existence of NWL, BT shall cease from and after the "Effective Date," as such term is defined below.

2. EFFECTIVE DATE

The Merger provided for in this Plan shall become effective at 12:03 a.m. on January 1, 1998 (the "Effective Date").

3. CERTIFICATE OF LIMITED PARTNERSHIP AND AGREEMENT OF LIMITED PARTNERSHIP

(a) The Certificate of Limited Partnership of NWL, LP shall constitute, from and after the Effective Date and until further amended in accordance with applicable law, the Certificate of Limited Partnership of the Survivor (the "Certificate").

(b) The Agreement of Limited Partnership of NWL, LP as in effect on the Effective Date shall constitute, from and after the Effective Date and until further amended in accordance with applicable law, the Agreement of Limited Partnership of the Survivor (the "Limited Partnership Agreement").

4. CANCELLATION AND EXTINGUISHMENT OF BENEFICIAL INTERESTS

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each beneficial interest in NWL, BT held by the owners thereof on the Effective Date shall be canceled and extinguished as of the Effective Date by virtue of the Merger and without any action on the part of the owners.

5. GENERAL PARTNER AND AGENTS

The General Partner and agents of NWL, LP on the Effective Date shall be, after the Effective Date, the General Partner and agents of the Survivor. Such General Partner and agents shall serve in such capacities until their successors shall have been duly elected and qualified according to the Certificate and the Limited Partnership Agreement.

6. EFFECT OF MERGER

(a) Upon the Effective Date:

(1) The Survivor shall possess all the rights, privileges, powers and franchises, of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Entities;

(ii) All property, real, personal and mixed, and all debts due to either Constituent Entity on whatever account, including all choses in action and other things belonging to the Constituent Entities, shall be vested in the Survivor;

(iii) All property, rights, privileges, powers and franchises, and every other interest of each of the Constituent Entities shall be, from and after the Effective Date, the property of the Survivor, and the title to any real estate vested by deed or otherwise in the Constituent Entities shall not revert or be



impaired in any way by this Plan or the Merger provided for herein; but all rights of creditors and all liens upon any property of either Constituent Entity shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall, from and after the Effective Date, attach to and become the debts, liabilities and duties of the Survivor and may be enforced against it and the Partners to the same extent as if said debts, liabilities and duties had been incurred or contracted by it and/or the Partners; and

(iv) All transfers and vesting in the Survivor referred to herein shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision of any contract, agreement, decree, order or other instrument to which either of the Constituent Entities is bound.

(b) Upon the Effective Date, the accounting entries with respect to the assets, liabilities, capital, surplus and any and all other items of the Constituent Entities shall be taken up on the books of the Survivor at the amounts which they, respectively, are then carried on the books of said Constituent Entities, subject to such adjustments as may be appropriate in giving effect to the Merger.

(c) Nothing in this Plan, however, shall be deemed to limit the generality of the property and rights hereby vested in, and liabilities assumed by, the Survivor pursuant to the provisions of the law applicable to the Merger, or to exclude any other defects, obligations, liabilities or duties provided by law as incident to or resulting from such Merger and not specifically mentioned in this Plan.

(d) For federal and state tax purposes, it is the intent of NWL, LP and NWL, BT that the Merger will not affect the current tax status of NWL, LP.

Consequently, NWL, LP shall be a continuation of NWL, BT for tax purposes, the employer identification number of NWL, BT shall continue to be applicable to NWL, LP.

7. PRIOR ACTS

All acts, plans, policies, approvals and authorizations of NWL, LP and NWL, BT, the Partners and the Trustee, respectively, committees appointed by such Partners and Trustee and their respective officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Survivor and shall be as effective and binding thereon as the same were with respect to NWL, LP and NWL, BT. The employees of NWL, LP and NWL, BT shall become the employees of the Survivor and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of NWL, LP and NWL, BT.

8. FURTHER ASSURANCES

If at any time the Survivor shall determine or be advised that any further instruments of transfer, assignments or assurances in law or any other acts or things are necessary or desirable to vest or to perfect or confirm or record or authorize in the Survivor title to any property, rights, privileges, powers, franchises or any other interests of NWL, BT or otherwise to carry out the provisions of this Plan, NWL, BT and its Trustee as and when requested by the Survivor shall execute and deliver any and all such instruments of transfer, assignments, assurances or other instruments.

9. AMENDMENT

(a) Subject to the provisions contained in Subsection 9(b) below, at any time prior to the Effective Date, this Plan may be amended in any manner as may be

determined in the joint judgment of the Partners and the Trustee to be necessary, desirable or expedient in order to facilitate the purposes and intent of this Plan.

(b) Notwithstanding the provisions contained in Subsection 9(a) above, any action taken pursuant to said Subsection shall not: (i) alter or change the amount or kind of shares, obligations, partnership interests, beneficial interests, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the partnership interests, beneficial interests or shares of any class or series of the Constituent Entities; (ii) alter or change any term of the Certificate of the Survivor; or (iii) alter or change any of the terms and conditions of this Plan if such alteration or change would adversely affect the holders of any shares of beneficial interest or partnership interests in either of the Constituent Entities.

#### 10. TERMINATION

At any time before the Effective Date, this Plan may be terminated and the Merger may be abandoned by the joint decision of the Partners and the Trustee, notwithstanding approval of this Plan by the Partners and the Beneficiaries.

#### 11. COUNTERPARTS

This Plan may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, NWL, LP and NWL, BT, pursuant to the approval and authority duly given by resolutions adopted by the Partners, the Trustee and the Beneficiaries, have caused this Plan and Agreement of Merger to be executed on their behalf in each case as of the day and year first above written.

WITNESSES:

NWL Co.

By: Maggie's Management, LLC  
Its: General Partner

Chris L. Burr

By: Margaret Hardy Magerko  
Margaret Hardy Magerko, Manager

NWL Co.


Chris L. Burr

By: Margaret Hardy Magerko  
Margaret Hardy Magerko, Trustee

CERTIFICATION BY SECRETARY

I, Cheri B. Bomar, Secretary of Nemaocolin Woodlands, Inc. (the Corporation), hereby certify that the foregoing Certificate of Merger-Limited Partnership and Plan and Agreement of Merger, comprising of 10 pages, constitutes a true and correct copy of said documents.

In Witness Whereof, I have subscribed my name and affixed the seal of the Corporation on this 6th day of March, 2002.

  
Cheri B. Bomar  
Secretary

