

Form PTO-1594
1-31-92

U.S. Department of Commerce
Patent and Trademark Office



102657751 COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):
1-26-04
Mayline Investments, Inc.

Individual(s) Association
 General Partnership Ltd. Partnership
 Corporation - State Illinois
 Other

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

2. Name and address of receiving party(ies):
Mayline Company, LLC.
629 North Commerce
Sheboygan, WI 53082-0728

Individual(s) Citizenship
 Association
 General Partnership
 Limited Liability Wisconsin
 Corporation-State
 Other

If assignee is not domiciled in the U.S., a domestic representative designation is attached:
 Yes No (Designation 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 Transfer of Assets

Execution Date: 12/21/1999

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	<u>1,821,107</u> <u>2,213,439</u>

Additional numbers attached? Yes No

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

Joseph J. Jochman
ANDRUS, SCEALES, STARKE & SAWALL, LLP
100 East Wisconsin Avenue, Suite 1100
Milwaukee, Wisconsin 53202

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$65.00
 Enclosed
 Authorized to charge to deposit

8. Deposit account number: 01.2000
 (Attached duplicate copy of this page if paying by deposit account)

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.

Barbara A. Johnson Barbara A. Johnson 1/21/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 6

OMB No. 0651-0011 (exp. 4/94)

FINANCE SECTION
 2001 JUN 26 10 10 AM '07
 01/25/2004 LMUELLER 00000255 1821107
 40280 OP
 25
 01 FC:8521
 02 FC:8522

DFI/OCS/Corp
Form 502
WISCONSIN
(7/96)

ARTICLES OF ORGANIZATION

Limited Liability Company

(Organized under Chapter 183 of the Wisconsin Statutes)

RECEIVED - DEPT. OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

1999 DEC 23 AM 10:19

Executed by the undersigned for the purpose of forming a Wisconsin
Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. (See instruction 1 for required words or abbreviations.)

Name of Limited Liability Company: Mayline Company, LLC

Article 2. The street address of the initial registered office is:

(The complete address, including street and number, if
assigned, and ZIP code. P.O. Box address may be
included as part of the address, but is insufficient alone.)

619 North Commerce Street
Sheboygan, WI 53081

Article 3. The name of the initial registered agent at the above registered office is:

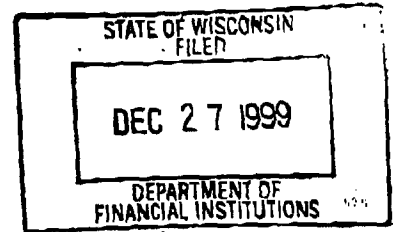
Christopher T. McNamee

Article 4. Select appropriate choice below. (See information on reverse.)
Management of the limited liability company shall be vested in:

a manager or managers.

OR

its members.



Article 5. Date executed December 21, 1999

Name and complete address of each organizer:

- 1) Michael E. Gronli 2)
555 Skokie Blvd. #366
Northbrook, IL 60062

Michael E. Gronli

(Organizer's Signature)

(Organizer's Signature)

This document was drafted by Document is not executed in Wisconsin
(name of individual is required by law)

FILING FEE - \$130
SEE REVERSE for Instructions, Suggestions, Filing Fees and Procedures

Printed on Recycled Paper

WI - DFI CORP
FILE ID# ➔

M051845

TRADEMARK

REEL: 002905 FRAME: 0368

**UNANIMOUS WRITTEN CONSENT
WITHOUT A MEETING
OF THE SHAREHOLDERS AND THE SOLE DIRECTOR OF
MAYLINE INVESTMENTS, INC.**

The undersigned, being all of the shareholders and the sole Director of MAYLINE INVESTMENTS, INC., an Illinois corporation ("Corporation"), pursuant to Section 7.10 and Section 8.45, respectively, of the State of Illinois Business Corporation Act of 1983, as amended, hereby consent to and adopt the following resolutions:

WHEREAS, it is in the best interests of the Corporation to reorganize its operations through transferring (the "Transfer") all of its assets and its liabilities (except for those specifically excluded by the Transfer Agreement (as hereinafter defined)) to MAYLINE COMPANY, LLC, a Wisconsin limited liability company and wholly-owned subsidiary of the Corporation ("Mayline LLC"), which Asset Transfer shall be treated as a contribution to the capital of Mayline LLC by the Corporation;

WHEREAS, in order to effect the Transfer, the Corporation intends to enter into a Transfer Agreement (the "Transfer Agreement") with Mayline LLC; and

WHEREAS, as the sole member of Mayline LLC, the Corporation deems it to be in the best interests of Mayline LLC to enter into the Transfer Agreement and to effect the Transfer.

NOW, THEREFORE, BE IT RESOLVED, that Charles L. Barancik, as the Chairman of the Board of the Corporation be, and he hereby is, authorized, empowered and directed to make, execute and deliver the Transfer Agreement in the form attached hereto as Exhibit A.

FURTHER RESOLVED, that each of the officers of the Corporation, acting alone or together with one or more other officers of the Corporation, be, and hereby is, authorized, empowered and directed on behalf of the Corporation to make, execute and deliver any and all instruments, agreements, certificates, consents, assignments and other documents ("Transaction Documents"), and to take any actions, as may be required or called for to consummate the Transfer pursuant to the Transfer Agreement, or as such officer(s) may deem necessary, advisable or proper; and all such

actions to be performed in such manner, and all such Transaction Documents to be executed and delivered in such form and on such terms, as such officer(s) shall approve, and the execution and delivery of such Transaction Documents and the doing of such acts shall be conclusive evidence that the same were hereby in all respects fully authorized and approved.

FURTHER RESOLVED, that the Corporation, in its capacity as the sole member of Mayline LLC hereby approves the Transfer and the Transfer Agreement, and hereby authorizes, empowers and directs each of the officers of the Corporation, acting alone or together with one or more other officers of the Corporation, to make, execute and deliver any and all Transaction Documents, and to take any actions, as may be required or called for to consummate the Transfer pursuant to the Transfer Agreement acting as the sole member of Mayline LLC, or as such officer(s) may deem necessary, advisable or proper; and all such actions to be performed in such manner, and all such Transaction Documents to be executed and delivered in such form and on such terms, as such officer(s) shall approve, and the execution and delivery of such Transaction Documents and the doing of such acts shall be conclusive evidence that the same were hereby in all respects fully authorized and approved.

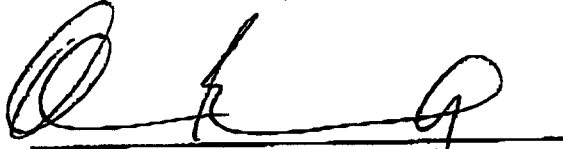
FURTHER RESOLVED, that the performance by the Corporation and Mayline LLC under the Transaction Documents is hereby authorized and approved.

FURTHER RESOLVED, that all of the acts of the officers of the Corporation, whether heretofore or hereafter taken or done, which are in conformity with the purposes and intent of these resolutions, shall be and the same are hereby in all respects ratified, approved and confirmed.

This Consent shall be filed with the minutes of the Corporation. This Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature of a party transmitted by facsimile shall constitute an original for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS . . .]

Dated as of January 1, 2000.


Charles L. Barancik, as sole director

Charles L. Barancik Trust, Dated
December 29, 1983, as a
shareholder

By: 
John W. Ozag, Trustee

By: 
Michael E. Gronli, Trustee

Stephen C. Barancik 1975 Trust,
as a shareholder

By: 
Margery L. Barancik, Trustee

Scott J. Barancik 1975 Trust,
as a shareholder

By: 
Margery L. Barancik, Trustee

Wendy S. Barancik 1975 Trust,
as a shareholder

By: 
Margery L. Barancik, Trustee

Being all of the shareholders
and the sole director of
MAYLINE INVESTMENTS, INC.

ConCap LLC

TRANSFER AGREEMENT

This TRANSFER AGREEMENT ("Agreement") is made as of this first day of January, 2000, by and between MAYLINE INVESTMENTS, INC., an Illinois corporation ("Transferor"), and MAYLINE COMPANY, LLC, a Wisconsin limited liability company ("Transferee").

RECITALS

1. Transferor intends to reorganize its business operations through a transfer of all of its Assets (as hereinafter defined) and its obligations and liabilities (the "Liabilities") to Transferee except for the Excluded Assets (as hereinafter defined) and those liabilities which are related to such Excluded Assets, which transfer of the Assets and assumption of the Liabilities shall be treated as a contribution of capital to Transferee by Transferor.

2. Transferee, which is a wholly-owned subsidiary of Transferor, has agreed to accept the transfer of the Assets as a contribution to its capital and has agreed to assume the Liabilities.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing Recitals are hereby incorporated by this reference.

2. Transferor hereby transfers, conveys and delivers to Transferee all of Transferor's rights, titles, interests, powers, claims, remedies, benefits and options in and to all assets of Transferor, of every kind and description, personal, tangible and intangible, wherever located, and whether or not carried on the books of Transferor, excluding only the Excluded Assets described in Exhibit A hereto, intending to treat such transfer, conveyance and delivery as a contribution to the capital of Transferee. Without limiting the generality of the foregoing, said assets (collectively, the "Assets") shall include:

(a) All machinery, equipment, parts and accessories, furniture, fixtures, computers, tools and other tangible property;

(b) All inventories of Transferor, including both work-in-process and finished goods, wherever located;

(c) All rights and interests Transferor may have under any and all agreements, contracts, licenses, authorizations, commitments, leases and outstanding orders pertaining to Transferor's business;

EXHIBIT A**Excluded Assets**

1. The corporate seals, articles of incorporation, minute books, stock books, tax returns, books of account or other records having to do with the corporate organization of Transferor;
2. The rights which accrue or will accrue to Transferor under this Agreement;
3. All assets held in that certain Morgan Stanley Dean Witter Account #379 060347.
4. All assets held in that certain Vanguard 500 Index Fund account #007338952.
5. All notes receivable from the following entities to Transferor:
 - a. Tiffany Industries, LLC, an Arkansas limited liability company ("Tiffany");
 - b. Kwik-File Storage Systems, LLC, a Virginia limited liability company ("Storage"); and
 - c. Mayline Network Products, LLC, a Wisconsin limited liability company ("Network").
6. Transferor's interests in and to those limited liability companies in which Transferor owns membership interests, all as listed below:
 - a. Tiffany;
 - b. Storage;
 - c. Network;
 - d. Transferee;
 - e. Mayline Real Estate, LLC, a Wisconsin limited liability company; and
 - f. Kwik-File, LLC, a Delaware limited liability company.
7. All real property owned by Transferor.

ConCap LLC