

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2001

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Connecting Devices, Inc.		12/19/2001	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Tensolite Company
Street Address:	100 Tensolite Drive
City:	St. Augustine
State/Country:	FLORIDA
Postal Code:	32092
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1399266	CDI
Registration Number:	2311748	SSMP

**CORRESPONDENCE DATA**

Fax Number: (513)241-6234  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 513-241-2324  
 Email: ksumme@whepatent.com  
 Correspondent Name: Kurt A. Summe  
 Address Line 1: 441 Vine Street  
 Address Line 2: 2700 Carew Tower  
 Address Line 4: Cincinnati, OHIO 45202-2917

ATTORNEY DOCKET NUMBER:	TEN-70/119
NAME OF SUBMITTER:	Kurt A. Summe, Esq.

OP \$65.00 1399266

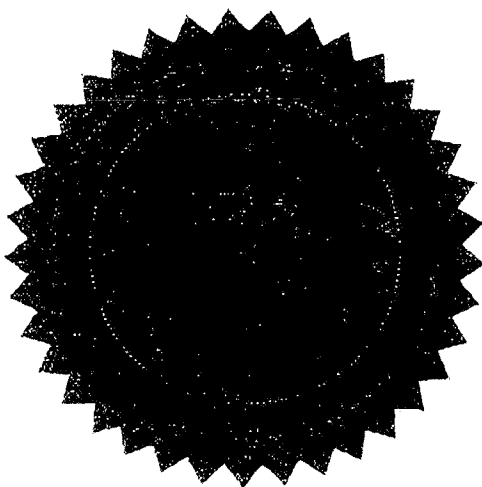
Signature:	/kurt a. summe/
Date:	05/02/2006
<b>Total Attachments: 8</b> source=Cert of Merger#page1.tif source=Cert of Merger#page2.tif source=Cert of Merger#page3.tif source=Cert of Merger#page4.tif source=Cert of Merger#page5.tif source=Cert of Merger#page6.tif source=Cert of Merger#page7.tif source=Cert of Merger#page8.tif	



**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 12 2002

Secretary of State

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

JAN - 3 2002

BILL JONES, Secretary of State

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CONNECTING DEVICES, INC.", A CALIFORNIA CORPORATION,  
WITH AND INTO "TENSOLITE COMPANY" UNDER THE NAME OF  
"TENSOLITE COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER  
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS  
OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2001, AT 9  
O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF  
DECEMBER, A.D. 2001.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.



2113234 8100M

010671788

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1533124

DATE: 12-31-01

TRADEMARK

REEL: 003301 FRAME: 0186

CERTIFICATE OF MERGER  
OF  
CONNECTING DEVICES, INC.,  
AND  
TENSOLITE COMPANY

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(i) Connecting Devices, Inc., which is incorporated under the laws of the State of California; and

(ii) Tensolite Company, which is incorporated under the laws of the State of Delaware.

2. An Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by Connecting Devices, Inc. in accordance with the laws of the State of its incorporation and by Tensolite Company in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation in the merger herein certified is Tensolite Company, which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

4. The Certificate of Incorporation of Tensolite Company, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

5. The executed Agreement of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid surviving corporation, the address of which is as follows:

c/o Carlisle Companies Incorporated  
250 South Clinton Street, Suite 201  
Syracuse, New York 13202

6. A copy of the aforesaid Agreement of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The authorized capital stock of Connecting Devices, Inc. consists of 7,500 shares \$10 par value.

8. The Agreement of Merger between the aforesaid constituent corporations provides that the merger herein certified shall be effective on December 31, 2001.

Dated: December 9, 2001

CONNECTING DEVICES, INC.

By: Steven J. Ford  
Steven J. Ford Secretary

TENSOLITE COMPANY

By: Steven J. Ford  
Steven J. Ford Secretary

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## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is made March 27, 2001, by and among Carlisle Corporation, a Delaware corporation ("Purchaser"), The John Dunbabin Family Trust (the "Trust"), John Dunbabin, individually and as Trustee of the Trust ("Dunbabin"), Charles Wirtz ("Wirtz") and Ralph Black ("Black" and, together with the Trust, Dunbabin and Wirtz, the "Sellers" and each individually a "Seller").

### R E C I T A L S:

A. Sellers own all of the issued and outstanding shares (the "Shares") of Connecting Devices, Inc. (the "Company").

B. Sellers desire to sell to Purchaser, and Purchaser desires to purchase from Sellers, on the terms and subject to the conditions set forth in this Agreement, the Shares.

C. All capitalized terms used herein are defined in the various sections indicated in Section 9.9.

NOW, THEREFORE, in consideration of the premises, the respective covenants and commitments of the Sellers and Purchaser set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### I. Purchase and Sale of Shares

1.1 Shares. In reliance on the representations, warranties and covenants contained in this Agreement, on the Closing Date (but with effect as and from the close of business on December 31, 2000 [the "Effective Date"]), Sellers shall sell, assign, deliver and transfer to Purchaser, and Purchaser agrees to purchase and acquire from Sellers, on the terms and subject to the conditions set forth in this Agreement, the Shares free and clear of all mortgages, liens, pledges, charges, leases, security interests, claims, options, proxies, voting agreements, title retention agreements or encumbrances of any kind ("Encumbrances") and together with all rights now or hereafter attaching thereto. The parties acknowledge and agree that through the acquisition of the Shares, Purchaser shall acquire the Business. The "Business" shall constitute all of the properties, assets, operations, goodwill and businesses

yet due and payable; (d) waived any rights of substantial value, whether or not in the ordinary course of business; (e) suffered any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the physical Assets; (f) made or suffered any amendment or termination of any material contract or any agreement which adversely affects operations; (g) received notice or had Knowledge of any labor trouble other than routine grievance matters, none of which is material; (h) increased or decreased any intercompany accounts with any Affiliate other than in the ordinary course of business; (i) committed to any capital expenditure or execution of any lease requiring payment or payment in excess of \$25,000 in the aggregate; (j) increased the salaries or other compensation of any of the employees or made any increase in other benefits to which such directors, officers or employees may be entitled; (k) paid any bonuses in excess of \$1,000 or made any loans to any employees or declared, set aside, made or paid a dividend or distribution in respect of the Company's capital stock or purchased or redeemed such capital stock; (l) sold, assigned, transferred or otherwise disposed of any of the Assets or canceled any debts or claims, other than in the ordinary course of business; (m) entered into any transactions not in the ordinary course of business; (n) made any change in the accounting practices of the Company; (o) entered into any agreement to do any of the foregoing; or (p) incurred any other event or condition which individually or in the aggregate has materially adversely affected or, to the Knowledge of any Seller, can be reasonably expected to materially adversely affect, the Company, the Business or the Assets.

~~\*~~ 3.16 Intangible Properties.

(a) The Intangible Property Rights required to be listed on Schedule 3.6(v) are valid and in full force and effect. To the Knowledge of Sellers, no other intangible or intellectual property is required to permit the conduct of the Business as now conducted or presently proposed to be conducted. All of the Company's owned patents, copyrights and trademarks have been duly registered or filed in the United States Patent and Trademark Office, and such registrations have been properly maintained and renewed in accordance with all applicable laws, rules and regulations.

(b) The Company has good and marketable title to and owns or exclusively holds all rights to use, free and clear of all liens, claims, restrictions, and infringements, the Intangible Property Rights. To the Knowledge of Sellers, the Intangible Property Rights are valid, subsisting, enforceable and in full force and effect. There is no infringement or other adverse claim pending against any of the Intangible Property Rights owned by the Company. Neither the Company nor any Seller has received any notice or has any Knowledge that the Company is infringing upon the right or



claimed right of any person under or with respect to any of the Intangible Property Rights, nor does the Company or any Seller have Knowledge of any valid basis for such a claim. Except as set forth on Schedule 3.16, the Company is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise with respect to third-party patents, trademarks, copyrights or other intellectual property.

(c) Neither the Company nor any Seller has divulged, furnished to or made accessible to any third party any confidential information about the Company, the Business or Assets, unless disclosed under properly executed and binding confidentiality agreements.

3.17 Changes in Customers or Suppliers. Except as set forth on Schedule 3.17, neither the Company nor any Seller has received any notice that any customer to whom the Company has sold at least \$25,000 of product during the calendar year ended December 31, 2000 (a "Material Customer") or any supplier from whom the Company has purchased goods or services of at least \$10,000 during the calendar year ended December 31, 2000 (a "Material Supplier") intends to terminate, limit or reduce its business relations with the Company either currently or following the consummation of the transactions contemplated by this Agreement. Except as set forth on Schedule 3.17, no Material Customer or Material Supplier in the past twelve month period has terminated, materially reduced or, to the Knowledge of Sellers, threatened to terminate or materially reduce its purchases from or provision of products or services to the Company.

3.18 Disclosure. No Seller has withheld from Purchaser any material facts relating to the operations, financial condition or prospects of the Company. No representation or warranty of any Seller in this Agreement or in any certificate, schedule or agreement furnished or to be furnished pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to be stated herein or therein or necessary to make the statements herein or therein not misleading.

3.19 No Brokers or Finders. No person, firm or corporation has or will have, as a result of any act or omission of the Company or any Seller, any right, interest or valid claim against Purchaser or the Company for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement.

3.20 Accounts Receivable. The accounts receivable of the

RAYTHEON (Tucson)  
Effective 7/10/00 Termination 7/10/07

HUGHES (El Segundo)  
Effective 7/14/00 Termination 7/14/03

TERABURST (Sunnyvale)  
Effective 9/7/00 Termination 9/7/05

RAYTHEON (El Segundo)  
Effective 8/30/00 Termination 8/30/07

TENSOLITE (Florida)  
Effective 9/27/00 Termination 9/27/01

QTERA/NORTEL (Florida)  
Effective 10/11/00 Termination 10/11/03

CALMAR OPTCOM (Mountain View)  
Effective 1/24/01 Termination 1/24/04

The Sellers have terminated the Buy-Out Agreements and waived any rights thereunder.

3.6(v) Material Intangible Property Rights. The Company uses the following trademarks:

Patent #3,665,601 dated May 30, 1972 for the manufacturing of a right angle connector by bending and ball sizing a tube.

Trademark for "CDI" - Registration - 73568980 (Nov. 18, 1985)

Trademark for "SSMP" - Registration - 2311748 (Jan. 25, 2000)

3.6(vi) Permits and Licenses. The Company maintains the following licenses:

City of Long Beach	License to operate a manufacturing facility
City of Long Beach	License to operate a business alarm
City of Long Beach	License permitting HAZ MAT Disclosure, HAZ waste generator

3.6(vii) Contracts requiring Consent to Transfer.

Quantel computer assignment.

3.6(viii) The following Boards are owned by Group Technology and are valued at \$500.00 each (the cables and connector assys are owned by the Company):

PWG-641249-1

PWG-662629-3