

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weidmann Systems International Inc.		12/21/2006	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	EHV-Weidmann Industries, Inc.
Street Address:	One Gordon Mills Way
City:	St. Johnsbury
State/Country:	VERMONT
Postal Code:	05819
Entity Type:	CORPORATION: VERMONT

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2508839	FIRST SOURCE

CORRESPONDENCE DATA

Fax Number: (802)862-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 802-863-2375
 Email: tmip@drm.com
 Correspondent Name: Lawrence H. Meier
 Address Line 1: 199 Main Street
 Address Line 4: Burlington, VERMONT 05401

ATTORNEY DOCKET NUMBER:	00045-00553
NAME OF SUBMITTER:	Lawrence H. Meier
Signature:	/lawrence h. meier/

CH \$40.00 2508839

Date:

05/03/2007

Total Attachments: 9

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STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

Certificate of Merger

I, Deborah L. Markowitz, Vermont Secretary of State, do hereby certify that

WEIDMANN SYSTEMS INTERNATIONAL INC.

a Vermont domestic corporation

merged into

EHV-WEIDMANN INDUSTRIES, INC.

a Vermont domestic corporation

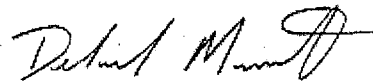
effective in this office on January 1, 2007.

The name of the surviving corporation is

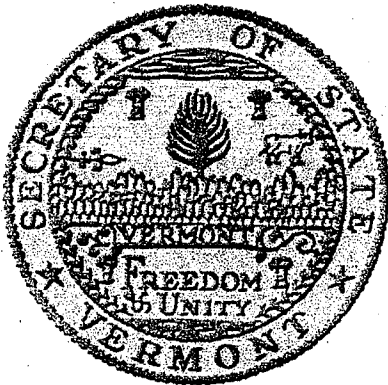
EHV-WEIDMANN INDUSTRIES, INC.

December 28, 2006

Given under my hand and the seal
of the State of Vermont, at
Montpelier, the State Capital



Deborah Markowitz
Secretary of State



TRADEMARK

REEL: 003534 FRAME: 0821

ARTICLES OF MERGER

of

WEIDMANN SYSTEMS INTERNATIONAL INC.,

a Vermont corporation

with and into

EHV-WEIDMANN INDUSTRIES, INC.,

a Vermont corporation

The undersigned do hereby certify as follows:

1. Parties to the Merger. The names and states of organization of the constituent entities of merger are as follows:

- A. Weidmann Systems International Inc., a Vermont corporation; and
- B. EHV-Weidmann Industries, Inc., a Vermont corporation.

2. Formation and Qualification Dates.

- A. Weidmann Systems International Inc. filed its Articles of Association on March 12, 1976;
- B. EHV-Weidmann Industries, Inc. filed its Articles of Association on September 29, 1969.

3. Plan of Merger. The Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of Vermont law and is attached hereto as Exhibit A.

4. Effective Date of Merger. The effective date of the merger is January 1, 2007 at 12:00 a.m.

5. Surviving Entity. EHV-Weidmann Industries, Inc., having a mailing address of One Gordon Mills Way, St. Johnsbury, Vermont 05819, is the surviving entity to the merger.

6. Shareholder Approval. The shareholders of Weidmann Systems International Inc. approved the merger as set forth on Exhibit A.

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VERMONT
SECRETARY OF STATE

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TRADEMARK
REEL: 003534 FRAME: 0822

Dated this 21st day of December, 2006.

WEIDMANN SYSTEMS
INTERNATIONAL INC.

By: _____

Manton Copeland, III

Its: Treasurer

EHV-WEIDMANN INDUSTRIES, INC.

By: _____

Manton Copeland, III

Its: Treasurer

BRT.63609.1

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
of
WEIDMANN SYSTEMS INTERNATIONAL INC.
with and into
EHV-WEIDMANN INDUSTRIES, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of December 15, 2006, by and between Weidmann Systems International Inc., a Vermont corporation (the "Nonsurviving Company"), and EHV-Weidmann Industries, Inc., a Vermont corporation (the "Surviving Company"), herein collectively referred to as the "Constituent Companies."

WITNESSETH:

WHEREAS, the Nonsurviving Company is a corporation organized under the laws of the State of Vermont effective March 12, 1976;

WHEREAS, WICOR Americas Inc. is the sole shareholder of the Nonsurviving Company, owning 100 shares of the Nonsurviving Company;

WHEREAS, the Surviving Company is a corporation organized under the laws of Vermont effective September 29, 1969;

WHEREAS, WICOR Americas Inc. is the sole shareholder of the Surviving Company, owning 170,000 shares of the Surviving Company;

WHEREAS, the Boards of Directors of the Nonsurviving Company and the Surviving Company have determined that it is advisable and in the best interests of said corporations and their respective shareholders that the Nonsurviving Company be merged into the Surviving Company (the "Merger") under and pursuant to the provisions of the Vermont Business Corporation Act, all upon the terms and conditions set forth in this Agreement:

WHEREAS, the Common Stock of the Nonsurviving Company is the only capital stock of the Nonsurviving Company entitled to vote upon the approval of this Agreement, each share being entitled to one vote, and the affirmative votes of a majority of the outstanding shares of Common Stock of the Nonsurviving Company are required for such adoption, and by resolution duly adopted, the shareholder of the Nonsurviving Company has approved this Agreement:

WHEREAS, it is the intent of the Constituent Companies in effectuating this Merger to carry out a tax-free liquidation within the meaning of Sections 332 and 337 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, pursuant to the laws of the State of Vermont, and for and in consideration of the premises and of the covenants and agreements hereinafter set forth, the

parties hereto covenant and agree that the Nonsurviving Company shall on the Effective Date (as hereinafter defined) be merged with and into the Surviving Company, which shall continue in existence and survive the Merger and be governed by the laws of the State of Vermont, and that the terms and conditions of the Merger hereby agreed upon, the mode of carrying the same into effect, and the manner and basis of converting the shares of the Nonsurviving Company are and shall be as hereinafter set forth.

ARTICLE ONE

Merger

1.1 Merger. On the Effective Date (as hereinafter defined), the Nonsurviving Company shall be merged into the Surviving Company, and the Surviving Company shall merge the Nonsurviving Company into itself.

1.2 Agreement Approval; Articles of Merger. By execution hereof, the shareholder and directors of the Nonsurviving Company and the directors of the Surviving Company do hereby approve and adopt this Agreement and the Articles of Merger attached hereto as Exhibit A for filing with the Secretary of the State of Vermont.

The Constituent Companies shall execute and file with the appropriate officials of the State of Vermont all documents and papers necessary and required by the State of Vermont, and shall take every reasonable and necessary step and action to comply with and secure such approval as may be required by the statutes, rules and regulations of the State of Vermont, applicable to this Agreement and the transactions contemplated herein.

Without limiting the foregoing, upon approval of this Agreement by the shareholder and directors of the Nonsurviving Company, Articles of Merger shall be signed on behalf of the Constituent Companies and filed with the Vermont Secretary of State, as required by the law.

1.3 Effective Date. The "Effective Date" of the Merger shall be effective as of January 1, 2007 at 12:00 a.m.

ARTICLE TWO

Surviving Company

2.1 Surviving Company. The Surviving Company shall be the surviving company of the Merger and shall be governed by the laws of the State of Vermont.

2.2 Principal Place of Business. The street address of the Surviving Company's principal place of business is One Gordon Mills Way, St. Johnsbury, Vermont 05819.

2.3 Articles of Association. The Articles of Association of the Surviving Company, as filed with the Vermont Secretary of State on September 29, 1969 and thereafter amended, shall be the Articles of Association of the Surviving Company as of the Effective Date.

2.4 By-Laws. The Amended and Restated By-Laws adopted by the Surviving Company effective as of April 27, 1994 shall be the By-Laws of the Surviving Company.

2.5 Directors. The directors of the Surviving Company in office immediately prior to the Effective Date shall be the directors of the Surviving Company as of the Effective Date and shall hold office until the next annual meeting of the members of the Surviving Company and until their successors have been elected and qualified.

ARTICLE THREE

Plan of Merger

3.1 Upon the Effective Date, the Nonsurviving Company shall distribute all of its property to the Surviving Company in redemption of all of the Nonsurviving Company's issued and outstanding capital stock. The Surviving Company shall assume or take such property subject to the liabilities of the Nonsurviving Company in exchange for and complete satisfaction of the Surviving Company's entire interest in the Nonsurviving Company's capital stock.

ARTICLE FOUR

Certain Effects of the Merger

4.1 Transfer of Rights, etc., of Nonsurviving Company to the Surviving Company. Upon the Effective Date of this Merger:

- a. The separate existence of the Nonsurviving Company shall cease.
- b. The Surviving Company shall be vested with: (i) all property, real, personal and mixed, tangible or intangible; (ii) all and singular rights, privileges, powers and franchises of each of the Constituent Companies; (iii) all debts due to each of the Constituent Companies for whatever account, as well as for membership interest subscriptions; and (iv) all and every other interest, chose in action or belongings of each of the Constituent Companies, all of the foregoing without reversion or impairment by reason of the Merger.
- c. The Surviving Company shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Companies, and all rights of creditors and all liens upon any property of each of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. To the extent allowed by law, the Surviving Company further assumes and shall indemnify and hold harmless all present members and directors of the Nonsurviving Company from any liability accruing to said members and directors in their capacity as such of the Nonsurviving Company.

4.2 Further Assurances. On the Effective Date and thereafter, the Nonsurviving Company agrees that it will execute and deliver all such documents and other instruments, and will take such further or other action necessary or desirable to vest in and confirm to the Surviving Company title to and possession of all the property, rights, privileges, powers and

franchises, and all and every other interest of the Constituent Companies, and otherwise carry out the intent and purpose of this Agreement.

ARTICLE FIVE

Miscellaneous Provisions

5.1 Abandonment and Termination; Amendment. Anything herein or elsewhere to the contrary notwithstanding, to the extent permitted by law this Agreement may be terminated prior to the Effective Date supplemented or interpreted at any time, or may be amended (including amendments changing the Effective Date) by action taken by the shareholder and directors of the Nonsurviving Company or the Surviving Company, in the case of an interpretation, the actions of the shareholders and directors shall be binding.

5.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Constituent Companies with reference to the subject matter hereof.

5.3 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties and delivered to the other parties.

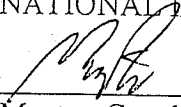
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its officer thereunto duly authorized, all as of the day and year first above written.

NONSURVIVING COMPANY

WEIDMANN SYSTEMS
INTERNATIONAL INC.

By:



Manton Copeland, III

Its: Treasurer

SURVIVING COMPANY

EHV-WEIDMANN INDUSTRIES, INC.

By:



Manton Copeland, III

Its: Treasurer

TRADEMARK

REEL: 003534 FRAME: 0828

EXHIBIT A

VERMONT ARTICLES OF MERGER

BRT.63608.1