

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	NORSHIELD CORPORATION		12/31/2009
			Entity Type
			CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	NORTHSHIELD SECURITY PRODUCTS, LLC		
Street Address:	222 South Ninth Street, Suite 2880		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3207566	NORSHIELD
CORRESPONDENCE DATA			
Fax Number:	(612)371-3207		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612 371 3211		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM P.L.L.P.		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 2:	Connie Heikkila		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	518671.0001		
NAME OF SUBMITTER:	CONNIE R. HEIKKILA		
Signature:	/connierheikkila/		

CH \$40.00 3207566

Date:

02/26/2010

Total Attachments: 5

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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 322B

State of Formation and Names of Merging Entities:

MN: NORSHIELD SECURITY PRODUCTS, LLC
AL: NORSHIELD CORPORATION

State of Formation and Name of Surviving Entity:

MN: NORSHIELD SECURITY PRODUCTS, LLC

Effective Date of Merger: 01/01/2010

Name of Surviving Entity after Effective Date of Merger:

NORSHIELD SECURITY PRODUCTS, LLC

This certificate has been issued on: 12/31/2009.



Mark Ritchie
Secretary of State.

Beth Chapman
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

Norshield Security Products, LLC

a foreign limited liability company organized under the laws of the State of **Minnesota** having met the requirements of Alabama law by filing duplicate application for registration and, by having paid appropriate registration fees, is now duly registered as a foreign limited liability company in the State of Alabama.

Accordingly, the undersigned, as such Secretary of State and by virtue of the authority vested in her by law, hereby issues this Certificate of Registration for

Norshield Security Products, LLC

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

December 31, 2009

Date

Beth Chapman ^{RB}

Beth Chapman

Secretary of State



AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 7, 2009, is made by and between Norshield Security Products, LLC, a Minnesota limited liability company (the "Company"), and Norshield Corporation, an Alabama corporation ("Norshield AL").

WHEREAS, Norshield Holdings, LLC ("Holdings") owns 100% of the outstanding shares of Norshield AL and 100% of the outstanding membership interests of Northshield AL; and

WHEREAS, Holdings desires to merge Norshield AL with and into the Company (the "Merger");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which each party hereby acknowledges, the parties agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, Norshield AL shall be merged with and into the Company at the Effective Time (as hereinafter defined). Following the Merger, the separate corporate existence of Norshield AL shall cease and the Company shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all the rights and obligations of Norshield AL.

2. **Effective Time.** The Merger shall become effective January 1, 2010. ✓

3. **Issued Shares.** The issued shares of Norshield AL shall not be converted in any manner, but each share which is outstanding as of the Effective Time shall be cancelled.

4. **Articles of Organization, and Member Control Agreement; Governors and Officers; Street Address.** At the Effective Time:

(a) the Articles of Organization of the Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided by applicable law and such Articles of Organization;

(b) the Member Control Agreement of the Company, as in effect immediately prior to the Effective Time, shall be the Member Control Agreement

of the Surviving Entity until thereafter changed or amended as provided by law, the Articles of Organization of the Surviving Entity or such Member Control Agreement;

(c) the governors of the Company immediately prior to the Effective Time shall be the governors of the Surviving Entity, each to hold office in accordance with the Articles of Organization and Member Control Agreement of the Surviving Entity, until their successors are duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles of Organization or Member Control Agreement; and

(d) the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Entity until their respective successors are duly elected and qualified, or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles of Organization or Member Control Agreement.

(e) the street address of the Company's principal place of business is 222 South Ninth Street, Suite 2880, Minneapolis, Minnesota 55402.

5. General Provisions.

(a) *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that the parties need not sign the same counterpart.

(b) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota, except to the extent that the Alabama law controls with respect to certain matters.

(c) *Partial Validity.* Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

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

NORSHIELD SECURITY PRODUCTS, LLC

By: *Andrea Nelson*
Name: Andrea Nelson
Title: President and Chief Manager

NORSHIELD CORPORATION

By: *William Spell*
Name: William Spell
Title: President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 31 2009 *NK*

Mark Ritchie
Secretary of State