

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/16/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AW Direct, Inc.		11/14/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Lab Safety Supply, Inc.
Street Address:	401 South Wright Road
City:	Janesville
State/Country:	WISCONSIN
Postal Code:	53546
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3423007	AWGEAR
Registration Number:	3118788	AW GEAR
Registration Number:	3118789	AW ALERT
Registration Number:	3190499	AW GEAR

CORRESPONDENCE DATA

Fax Number: (312)251-2897
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-368-4000
 Email: ch.tm@dlapiper.com
 Correspondent Name: Monica L. Thompson
 Address Line 1: P.O. Box 64807
 Address Line 2: DLA Piper LLP (US)
 Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER: 265387-1

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CH \$115.00 3423007

NAME OF SUBMITTER:	Monica L. Thompson
Signature:	/monica l thompson/
Date:	03/12/2010
Total Attachments: 5 source=AW Direct, Inc. Merger into Lab Safety Supply, Inc#page1.tif source=AW Direct, Inc. Merger into Lab Safety Supply, Inc#page2.tif source=AW Direct, Inc. Merger into Lab Safety Supply, Inc#page3.tif source=AW Direct, Inc. Merger into Lab Safety Supply, Inc#page4.tif source=AW Direct, Inc. Merger into Lab Safety Supply, Inc#page5.tif	

Sec. 179.77,
180.1105,
181.1105, and
183.1204 Wis. Stats.

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name: AW Direct, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Wisconsin</u> (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u> </u> (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate.

2. Surviving Entity:

Company Name: Lab Safety Supply, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Wisconsin</u> (state or country)

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.

FILING FEE - \$150.00

DFI/CORP/2000(R05/06)

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3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

The surviving entity is a Domestic or Foreign Business Corporation or Limited Liability Company that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

The surviving entity is not a Domestic or Foreign Business Corporation or Limited Liability Company that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign **nonstock** corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

(Append or attach the **PLAN OF MERGER**, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on _____ (date) at _____ (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on November 16, 2007 (date) by the surviving entity on behalf of all parties to the merger.

Mark (X) below the title of the person executing the document.

For a **limited partnership**

Title: General Partner

For a **limited liability company**

Title: Member OR Manager



(Signature)

J. L. Howard

(Printed Name)

For a **corporation**

Title: President OR Secretary
or other officer title _____

This document was drafted by: Brian M. Schafer, Winston & Strawn LLP

(Name the individual who drafted the document)

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of November 14, 2007 ("Agreement"), is by and between AW Direct, Inc., a Wisconsin corporation (the "Terminating Corporation"), and Lab Safety Supply, Inc., a Wisconsin corporation ("Acquisition Corp.").

RECITALS

A. The Terminating Corporation is a corporation duly incorporated and existing under the laws of the State of Wisconsin.

B. Acquisition Corp. is a corporation duly incorporated and existing under the laws of the State of Wisconsin.

C. The respective boards of directors of the Terminating Corporation and Acquisition Corp. have determined that it is advisable and in the best interests of each corporation that the Terminating Corporation merge with and into Acquisition Corp. (the "Merger") on the terms, and subject to the conditions, of this Agreement, the Wisconsin Business Corporations Law (the "WBCL"). As a result of the Merger, the separate existence of the Terminating Corporation will cease.

D. The respective boards of directors of the Terminating Corporation and Acquisition Corp. have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Corporation and Acquisition Corp. agree as follows.

ARTICLE 1

THE MERGER; RELATED TRANSACTIONS

1.1 EFFECTIVE DATE. The Merger will be consummated by the Terminating Corporation and Acquisition Corp. filing articles of merger (the "Articles of Merger") with the Secretary of State of the State of Wisconsin in accordance with Section 1104 of the WBCL. The Merger will become effective when the Articles of Merger have been filed with, and accepted by, the Secretary of State of the State of Wisconsin (the "Effective Date").

1.2 MERGER.

(a) On the Effective Date:

- (i) the Terminating Corporation will merge with and into Acquisition Corp., and Acquisition Corp. will be the surviving corporation in the Merger (the "Surviving Corporation");
- (ii) immediately upon consummation of the Merger, the name of the Surviving Corporation will be Lab Safety Supply, Inc.;
- (iii) the separate existence of the Terminating Corporation will cease, and the Surviving Corporation will succeed, without other transfer, to all of the rights and property of the Terminating Corporation, and will be subject to all of the debts and liabilities of the Terminating Corporation; and

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- (iv) the members of the board of directors and officers of Acquisition Corp. will remain the members of the board of directors and the corresponding officers of the Surviving Corporation.
- (b) On and after the Effective Date, the Surviving Corporation will carry on its business with the assets of the Terminating Corporation, as well as with the assets of Acquisition Corp.

1.3 EFFECT ON CAPITAL STOCK. By virtue of the Merger, each share of capital stock of the Terminating Corporation will be cancelled and retired and cease to exist. The Merger will have no effect on the capital stock of Acquisition Corp.

1.4 CERTIFICATE OF INCORPORATION AND BYLAWS. The certificate of incorporation of Acquisition Corp. in effect at the Effective Date will be the certificate of incorporation of the Surviving Corporation until changed or amended as provided therein or by applicable law. The bylaws of Acquisition Corp. in effect at the Effective Date will be the bylaws of the Surviving Corporation until changed or amended as provided therein or by applicable law.

ARTICLE 2 MISCELLANEOUS

2.1 AMENDMENT; WAIVER. At any time before the Effective Date, the Terminating Corporation and Acquisition Corp., to the extent permitted by the WBCL, may by written agreement amend, modify or supplement any provision of this Agreement.

2.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement, may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.3 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.4 PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date set forth above.

AW Direct Inc.

By: _____

Name: L. J. Loizzo

Title: President

Lab Safety Supply, Inc.

By: _____

Name: R. J. Scheuneman

Title: Vice President, Finance