

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/01/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LSS Newco Acquisition Co.		09/28/2007	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2504636	PROMAX	
CORRESPONDENCE DATA			
Fax Number:	(312)251-2897		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
NAME OF SUBMITTER:	Monica L. Thompson		
Signature:	/monica l thompson/		

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Date:

03/12/2010

Total Attachments: 4

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of September 28, 2007 ("Agreement"), is by and between LSS Newco Acquisition Co., 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.

E. 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 (a) the Terminating Corporation and Acquisition Corp. filing articles of merger (the "Articles of Merger") with the Wisconsin Dept. of Financial Institutions in accordance with Section 180.1104 of the WBCL. The Merger will become effective when the Articles of Merger have been filed with, and accepted by, the Wisconsin Dept. of Financial Institutions (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.;

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- (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
 - (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.

LSS NEWCO ACQUISITION CO.

By: *L. J. Loizzo*

Name: L. J. Loizzo

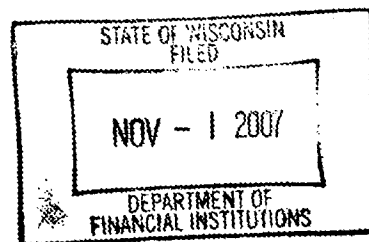
Title: President

LAB SAFETY SUPPLY, INC.

By: *R. J. Scheuneman*

Name: R. J. Scheuneman

Title: Vice President, Finance



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