

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Specialty Polymer Products, Inc.		12/13/2012
			Entity Type
			CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Specialty Polymers, Inc.		
Street Address:	P.O. Box 299		
City:	Woodburn		
State/Country:	OREGON		
Postal Code:	97071		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 10			
	Property Type	Number	Word Mark
	Serial Number:	85365873	RAYSTAK
	Serial Number:	85365857	RAYRESTAK
	Registration Number:	2685574	RAYVACE
	Registration Number:	2682640	RAYTECH
	Registration Number:	2685573	RAYKOTE
	Registration Number:	2682639	RAYCRYL
	Registration Number:	2984818	RAYREZ
	Registration Number:	2771288	RAYCAT
	Registration Number:	2852387	RAYBOND
	Registration Number:	2685572	RAYFLEX
CORRESPONDENCE DATA			
Fax Number:			

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 503-705-1090
Email: Michelle@Lentzner.com
Correspondent Name: Michelle E. Lentzner, Attorney
Address Line 1: P.O. Box 1772
Address Line 4: Lake Oswego,, OREGON 97035

ATTORNEY DOCKET NUMBER:	6344025
NAME OF SUBMITTER:	Michelle E. Lentzner, Attomey
Signature:	/Michelle E. Lentzner/
Date:	01/30/2013

Total Attachments: 11

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CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, KATE BROWN, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That the attached copy of the
**Articles of
Merger**
filed on
December 21, 2012
for
SPECIALTY POLYMERS PRODUCTS, INC.
merging with and into
SPECIALTY POLYMERS, INC.
with the survivor as
SPECIALTY POLYMERS, INC.
is a true copy of the original document
that has been filed with this office.



In Testimony Whereof, I have hereunto set
my hand and affixed hereto the Seal of the
State of Oregon.

KATE BROWN, Secretary of State

December 26, 2012

755097-87

2012 DEC 21 3:27PM OREGON #2049
2012
BUSINESS REG #100.00
CHECK \$100.00

ARTICLES OF MERGER

OF

SPECIALTY POLYMERS, INC.

AND

SPECIALTY POLYMER PRODUCTS, INC.

FILED

DEC 21 2012

OREGON
SECRETARY OF STATE

Specialty Polymers, Inc., the surviving corporation in a merger effected pursuant to ORS 60.481-60.501, submits the following articles of merger for filing pursuant to ORS 60.494:

1. Names of Corporations

The names of the constituent corporations in the merger are *Specialty Polymers, Inc.*, an Oregon corporation, (Oregon Registry No. 755097-87) ("*SPI*") and *Specialty Polymer Products, Inc.*, an Oregon corporation, (Oregon Registry No. 086696-16) ("*SPPI*").

2. Surviving Corporation

The surviving corporation in the merger is *SPI*.

3. Plan of Merger

A copy of the Agreement and Plan of Merger (the "*Plan of Merger*") is attached as *Exhibit A*.

4. Shareholder Action

a. *SPI*

The Plan of Merger was approved by the holders of the Class A Voting Common Stock of *SPI* voting as a single voting group, such approval being the only shareholder approval required on the part of *SPI*. At the date of the shareholder vote, there were Ninety Four (94) shares of Class A voting common stock of *SPI* outstanding, all of which were entitled to be cast with respect to approval of the merger. Ninety Four (94) shares were voted for the Plan of Merger.

b. *SPPI*

The Plan of Merger was approved by the holders of voting common stock of *SPPI* voting as a single voting group, such approval being the only shareholder approval required on the part of *SPPI*. At the date of the shareholder vote, there were Three Hundred Twenty Four (324) shares of voting common stock of *SPPI* outstanding, all of which were entitled to be cast with

ARTICLES OF MERGER (SPECIALTY POLYMERS, INC. / SPECIALTY POLYMER I
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SPECIALTY POLYMERS, INC.



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MER

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respect to approval of the merger. Three Hundred Ninety Four (394) shares were voted for the Plan of Merger.

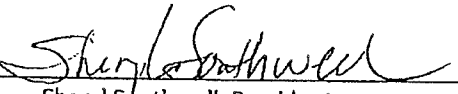
5. **Effective Date**

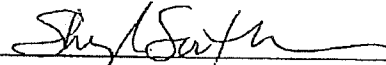
The merger shall be effective at 11:59 pm on December 31, 2012.

IN WITNESS WHEREOF, the undersigned constituent corporations have executed these Articles of Merger on the December 13, 2012.

SPECIALTY POLYMERS, INC.:

SPECIALTY POLYMER PRODUCTS, INC.:

By: 
Sheryl Southwell, President

By: 
Sheryl Southwell, President

PERSON TO CONTACT ABOUT THIS FILING:

Douglas C. Alexander, II
503-399-1070

AGREEMENT AND PLAN OF MERGER

DATE: December 13 2012

PARTIES:

Specialty Polymer Products, Inc., an Oregon corporation
PO Box 299
Woodburn, OR 97071

Specialty Polymers, Inc., an Oregon corporation
PO Box 299
Woodburn, OR 97071

Specialty Polymer Products, Inc. ("SPPI") and *Specialty Polymers, Inc.* ("SPI") are referred to jointly as the "Constituent Corporations" in some sections of this Agreement.

RECITALS:

- A. The Constituent Corporations desire to effect a merger on the terms set forth in this Agreement, pursuant to the provisions of the Oregon Business Corporation Act (the "Act").
- B. The Constituent Corporations desire to adopt this Agreement as a Plan of Reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

AGREEMENT:

1. Merger of Constituent Corporations

1.1 Merger

At the Effective Date, as defined in Section 1.3, SPPI shall be merged with and into SPI. The separate existence of SPPI shall cease, and SPI shall survive as a corporation under the name Specialty Polymers, Inc. (the "Surviving Corporation"), organized under and governed by the laws of the state of Oregon. From that time, the Surviving Corporation, to the extent consistent with its Articles of Incorporation as altered by the merger, shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Corporations. All property belonging to SPPI shall be transferred to and vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall be responsible for all liabilities of each of the Constituent Corporations; all in the manner and with the effect set forth in the Act.

1.2 Further Assurance

From time to time after the Effective Date, the officers and directors of SPPI last in office shall execute and deliver such deeds and other instruments and shall cause to be taken such further actions as shall reasonably be necessary in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all the property, interests, assets, rights, privileges, immunities, and franchises of SPPI.

1.3 Effective Date

The merger of SPPI and SPI shall become effective at 11:59 pm on December 31, 2012, herein called (the "Effective Date").

1.4 Shareholder Approvals

This Agreement shall be submitted to the shareholders of SPPI for their adoption and approval in accordance with the Act at a meeting to be held not later than December 13, 2012, (or such later time as may be mutually agreed upon by the Boards of Directors of SPPI and SPI. In addition, this Agreement shall be submitted to the shareholders of SPI for their adoption and approval by majority consent in writing in accordance with the Act.

1.5 Closing

The closing of the contemplated transactions shall occur at the law office of Saalfeld Griggs PC, 250 Church Street SE, Suite 300, Salem, Oregon, on the Effective Date, or at such other time and place as the Constituent Corporations may mutually agree upon. At such time, the parties shall cause Articles of Merger to be filed with the State of Oregon and the merger to become effective.

2. Articles of Incorporation, Bylaws, Directors, and Officers

At the Effective Date:

2.1 Articles of Incorporation

The Articles of Incorporation for SPI, as amended, shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 Bylaws

The Bylaws of SPI as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation until amended or repealed.

2.3 Directors and Officers

The Board of Directors of the Surviving Corporation shall consist of the persons who constitute the Board of Directors of SPI immediately prior to the Effective Date, and they shall hold office in each case until their successors are elected and qualified for service. The officers of the Surviving Corporation shall be the persons who are the officers of SPI immediately prior

to the Effective Date, and they shall hold office in each case at the pleasure of the Board of Directors of the Surviving Corporation.

3. Manner and Basis of Converting Shares

3.1 Conversion of Shares

At the Effective Date:

3.1.1 Each share of common stock of SPPI that is issued and outstanding immediately prior to the Effective Date shall be converted into .334554195 shares of fully paid and nonassessable common stock of the Surviving Corporation of the same class as the shares surrendered.

3.1.2 Each share of common stock of SPI that is issued and outstanding immediately prior to the Effective Date shall continue to be an issued and outstanding share of common stock of the Surviving Corporation.

3.2 Surrender and Exchange of Shares

As soon as practicable after the Effective Date, each holder of an outstanding certificate representing shares of SPPI shall surrender the certificate to SPI and promptly thereafter SPI shall deliver to him or her a certificate representing the number of shares of SPI common stock into which the shares of SPPI are to be converted as provided above.

4. Representations and Warranties of the Parties

SPPI and SPI each represent and warrant to the other, that:

4.1 Organization and Corporate Power

Each party warrants that it is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of Oregon and is qualified to do business in every jurisdiction in which its ownership of property or conduct of business requires it to qualify. Each party has all requisite corporate power and authority and all material licenses, permits, and authorizations necessary to own and operate their respective properties, to carry on their respective businesses as now conducted.

4.2 Capital Stock and Related Matters

The authorized capital stock of SPI consists of One Thousand (1,000) shares of Class A Voting Common Stock, Ninety Four (94) of which are issued and outstanding and One Hundred Thousand (100,000) shares of Class B Common Non-Voting Stock, Nine Thousand Nine Hundred (9,900) of which are issued and outstanding; and no other capital stock of SPI is issued and outstanding. The authorized capital stock of SPPI consists of Two Thousand (2,000) shares of Common Voting Stock, Three Hundred Twenty Four (324) of which are issued and outstanding and ~~90,000~~ shares of non-voting common stock, of which Seventeen Thousand One Hundred Fifty (17,150) are issued and outstanding; no other capital stock of SPPI is issued and outstanding. Neither party has outstanding and neither party has agreed, orally or in writing, to

issue any stock or securities convertible or exchangeable for any shares of its capital stock, nor does either party have outstanding nor has either party agreed, orally or in writing, to issue any options or rights to purchase or otherwise acquire its capital stock. Neither party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its capital stock. Neither party has violated any applicable securities laws or regulations in connection with the offer or sale of its securities other than violations that have been, or will before the Closing have been, corrected by post-issuance filings. All of the outstanding shares of each party's capital stock are validly issued, fully paid, and nonassessable.

4.3 Authorization

The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by the Board of Directors and Shareholders of each Constituent Corporation.

4.4 Validity of Shares to be Issued

SPI warrants that the SPI shares to be issued pursuant to this Agreement will be duly and validly authorized, issued and outstanding and fully paid and nonassessable.

4.5 Litigation

Each party warrants that it is not a party to, and is not threatened by, any litigation, proceedings, or controversy before any court or administrative agency which might result in any material adverse effect upon its business, financial condition, or property, and that it is not in default with respect to any judgment, order, or decree of any court or administrative agency.

4.6 Compliance with Laws

Each party is in the conduct of its business, in compliance with all laws, statutes, ordinances, regulations, orders, judgments, or decrees applicable to it, the enforcement of which, if either party were not in compliance therewith, would have a materially adverse effect on its business taken as a whole. Neither party has received any notice of any asserted present or past failure by it to comply with such laws, statutes, ordinances, regulations, orders, judgments, or decrees.

4.7 Contracts and Leases

Each party warrants that it has delivered to the other a true, correct and complete list of all trust deeds, mortgages, chattel mortgages, leases or subleases, management contracts, employment contracts, collective bargaining agreements (if any), patent license agreements and other contracts of a material nature to which it is a party. Each party warrants that it is not a party to any material contract or lease, oral or written, other than the contracts and leases set forth on said lists. Each party warrants that it has performed all obligations required to be performed by it to date and that it is not in default under any contract or lease to which it is a party.

4.8 Patents, Trademarks, Trade Names, etc.

Each party warrants that it has not operated and is not operating its respective businesses in a manner that infringes the proprietary rights of any other person in any patents, trademarks, trade names, service marks, copyrights, or confidential information.

5. Conduct of Business Prior to Effective Date

From the date hereof until the Effective Date, and except as otherwise consented to or approved by both parties, each party covenants and agrees with the other as follows:

5.1 Regular Course of Business

Each party will operate its business in accordance with the reasonable judgment of its management diligently and in good faith, consistent with past management practices, and each party will continue to use its reasonable efforts to keep available the services of present officers and employees (other than planned retirements) and to preserve its present relationships with persons having business dealings with it.

5.2 Dividends

Neither party will declare, pay, or set aside for payment any dividend or other distribution in respect of its capital stock except as mutually agreed by both parties.

5.3 Capital Changes

Neither party will issue any shares of its capital stock, or issue or sell any securities convertible into, or exchangeable for, or options, warrants to purchase, or rights to subscribe to, any shares of its capital stock or subdivide or in any way reclassify any shares of its capital stock, or repurchase, reacquire, cancel, or redeem any such shares.

5.4 Property and Assets

The assets, property, and rights now owned by each party will be used, preserved, and maintained, as far as practicable, in the ordinary course of business, to the same extent and in the same condition as said assets, property, and rights are on the date of this Agreement, and no unusual or novel methods of manufacture, purchase, sale, management, or operation of said properties or business or accumulation or valuation of inventory will be made or instituted. Without the prior consent of the other, neither party will encumber any of its assets or make any commitments relating to such assets, property, or business, except in the ordinary course of its business.

5.5 No Violations

Each party will comply in all material respects with all statutes, laws, ordinances, rules, and regulations applicable to it in the ordinary course of business.

6. Miscellaneous Provisions

6.1 Payment of Expenses

Whether or not the transactions contemplated hereby are consummated, SPI shall pay the costs and expenses incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

6.2 Form of Documents

All instruments, certificates, opinions and other documents to be delivered pursuant to this Agreement shall be in form satisfactory to counsel for the party to whom delivered.

6.3 Binding Effect

The provisions of this Agreement shall be binding and inure to the benefit of the heirs, personal representatives, successors and, to the extent permitted by this Agreement, assigns of the parties.

6.4 Amendments

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties, which writing must refer to this Agreement.

6.5 Headings

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

6.6 Counterparts and Facsimile Signature

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile transmitted signatures by signing an original document.

6.7 Severability

If any provision of this Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected hereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

6.8 Waiver

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-law principles.

6.10 Exclusive Jurisdiction and Venue

In any action or proceeding, including any arbitration (if arbitration is mutually agreed to by the parties), seeking to enforce any provision(s) of, or based on any right(s) arising out of, or related to or concerning this Agreement, the parties hereto consent to the exclusive jurisdiction of the courts of the State of Oregon and of any duly appointed arbitrator. In any such action or proceeding, venue shall lie exclusively in Marion County, Oregon, and in no other location. The parties further agree that in any such action or proceeding the parties shall appear for deposition at their own expense in Marion County, Oregon at such time as is either mutually agreed upon by the parties or ordered by the court.

6.11 Exhibits

The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

6.12 Further Assurances

Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, in order to carry out the intent and accomplish the purposes of this Agreement.

6.13 Time of Essence

Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

6.14 No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

[SIGNATURE PAGE FOLLOWS]

755097-87

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

SPECIALTY POLYMER PRODUCTS, INC.

By: Sheryl Southwell
Sheryl Southwell, President

SPECIALTY POLYMERS, INC.

By: Sheryl Southwell
Sheryl Southwell, President

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED