

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/30/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNITED ELECTRICAL SYSTEMS CORP.		08/30/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	UNITED ELECTRICAL SYSTEMS, LLC
Street Address:	380 Allwood Road
City:	Clifton
State/Country:	NEW JERSEY
Postal Code:	07012
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86006366	ZMAN TECHNOLOGIES

CORRESPONDENCE DATA

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

Phone: 301-424-3640
 Email: ice@usiplaw.com
 Correspondent Name: Ira C. Edell
 Address Line 1: 9801 Washingtonian Blvd
 Address Line 4: Gaithersburg, MARYLAND 20878

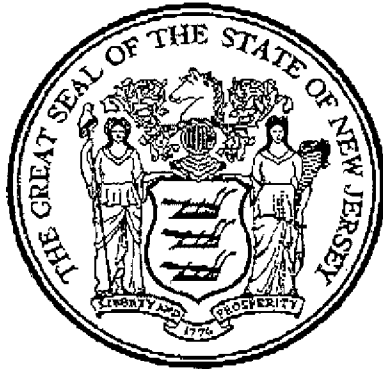
ATTORNEY DOCKET NUMBER:	0808.0021T
NAME OF SUBMITTER:	Ira C. Edell

Signature:	/Ira C. Edell/
Date:	11/26/2013
Total Attachments: 9 source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page1.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page2.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page3.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page4.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page5.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page6.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page7.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page8.tif source=UES Corp-UES LLC - NJ - Merger Filing - Domestic#page9.tif	

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

UNITED ELECTRICAL SYSTEMS, LLC

I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
Filed in this office
August 30th, 2013
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.



Certificate Number: 129435127

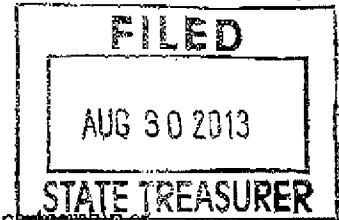
Verify this certificate online at

http://www1.state.nj.us/TXTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
30th day of August, 2013

Andrew P Sidamon-Eristoff
State Treasurer

New Jersey Division of Revenue Certificate of Merger/Consolidation



This form may be used to record the merger or consolidation of a limited liability company, limited partnership or partnership with or into another business entity or entities, pursuant to NJSA 42:42-2A and 42:2 C. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the New Jersey State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the State Treasurer's office. This merger is also pursuant to NJBA 14A.

0600402514

- Type of Filing (check one): Merger Consolidation
- Name of Surviving Business Entity: United Electrical Systems, LLC
- Address of the Surviving Business Entity: 380 Allwood Road, Clifton, New Jersey 07102
- Name(s)/Jurisdiction(s) of All Participating Business Entities

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
United Electrical Systems Corp.	New Jersey	0100493737
United Electrical Systems, LLC	New Jersey	0600402514
- Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer):

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of a merging or consolidating LLC, LP or partnership. The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the Surviving Business Entity at the Service of Process address stated above.

Date Merger/Consolidation adopted: August 30, 2013

Voting: (all corporations involved, attach additional sheets if necessary)

-a Corp. Name United Electrical Systems Corp. Outstanding Shares 300
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.
 300 shares of Common Stock

Voting For 300 Voting Against 0; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check).

-b Corp. Name Outstanding Shares
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check).

-c Corp. Name Outstanding Shares
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

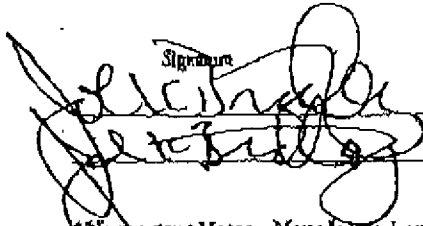
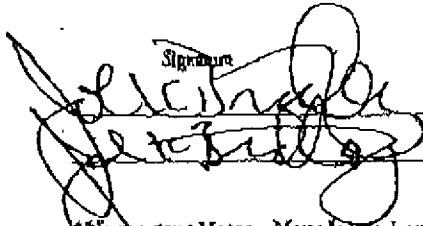
Voting For _____ Voting Against _____; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check).

2608358
4660721
4660722

6. Effective Date (see instructions): August 31, 2013

The undersigned represents that the agreement of merger is on file at the place of business of the surviving business entity and that an agreement of merger has been approved and executed by the surviving business entity involved. Additionally, a copy of the agreement of merger has been or shall be furnished by the surviving entity to any member or any person having an interest.

Signature	Name	Title	Date
	John K. Bradley	Vice President, United Electrical Systems, LLC	8/30/13
	John K. Bradley	Vice President, United Electrical Systems Corp.	8/30/13

****Important Notice -** New Jersey law prohibits domestic LLCs, LPs and partnerships from merging/consolidating with another business entity, if authority for such merger/consolidation is not granted under the laws of the jurisdiction under which the other business entity was organized. Also, a merger/consolidation certificate may be filed pursuant to Title 42, 42:2A or 42:2 C only if the surviving or resulting business entity is a limited partnership, limited liability company or partnership. Also, at least one participating business entity must be a limited partnership or limited liability company. If a for-profit domestic or foreign corporation participates or is the survivor, file the merger/consolidation pursuant to Title 14A. Title 15A corporations are not authorized to participate in mergers/consolidations involving LPs, LLCs, partnerships and for-profit corporations.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of August 30, 2013, is by and among United Electrical Systems Corp., a New Jersey corporation (the "Parent") and United Electrical Systems, LLC, a New Jersey limited liability company and wholly owned subsidiary of the Parent (the "Subsidiary").

RECITALS

A. The Parent has formed the Subsidiary as its direct, wholly owned subsidiary under the laws of the State of New Jersey.

B. In order to cause the Parent to become reorganized as a New Jersey limited liability company, this Agreement provides for, among other things, the merger of the Parent with and into the Subsidiary, with the Subsidiary as the surviving entity, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.1. The Merger.

(a) Upon the terms and subject to the conditions hereof and in accordance with Section 42:2C-74 of the New Jersey Revised Uniform Limited Liability Company Act (the "NJ RULLCA") and to the extent, applicable, Section 14A:10-5.1 of the New Jersey Business Corporation Act (the "NJBCA"), at the Effective Time (as defined in Section 1.4 hereof), the Parent shall be merged with and into the Subsidiary (the "Merger") and the separate corporate existence of the Parent shall cease. The Subsidiary shall be the surviving limited liability company in the Merger (hereinafter sometimes referred to as the "Surviving Entity") and shall continue its corporate existence under the laws of the State of New Jersey. The name of the Surviving Entity shall be "United Electrical Systems, LLC."

(b) The Surviving Entity shall, by virtue of the Merger and without any further action by the Surviving Entity, the Parent or the Subsidiary, (i) possess all properties, assets,

rights, privileges, immunities and franchises of each of the Parent and the Subsidiary and (ii) be responsible and liable for all debts, liabilities and duties of each of the Parent and the Subsidiary. The Merger shall also have all other effects set forth in the NJ RULLCA.

(p) Prior to and after the Effective Time, the Parent and the Subsidiary will cause to be executed and filed and/or recorded any document or documents prescribed by the NJ RULLCA and the NJBCA in order to effect the Merger, and shall take all such action as may be necessary or desirable in order to effect the Merger. In addition, the officers and directors and/or managers of each of the Parent and the Subsidiary, respectively, as of the Effective Time are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, convenient or desirable to (i) carry out the purposes or put into effect any of the provisions of this Agreement or of the Merger herein provided for, (ii) vest the Surviving Entity with full title to all properties, assets, rights, privileges, immunities and franchises of each of the Parent and the Subsidiary, and (iii) cause the Surviving Entity to be responsible and liable for all debts, liabilities and duties of each of the Parent and the Subsidiary.

Section 1.2. Certificate of Formation and Operating Agreement. The Certificate of Formation of the Subsidiary as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Entity (the "Survivor Certificate") immediately after the Effective Time. The Operating Agreement of the Subsidiary as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Entity immediately after the Effective Time.

Section 1.3. Managers and Officers. The managers of the Subsidiary immediately prior to the Effective Time shall be the managers of the Surviving Entity as of the Effective Time and until their successors are duly appointed or elected in accordance with applicable law. The officers of the Subsidiary immediately prior to the Effective Time shall be the officers of the Surviving Entity as of the Effective Time and until their successors are duly appointed or elected in accordance with applicable law.

Section 1.4. Effective Time. At such time as the Parent and the Subsidiary may agree, and provided that this Agreement has not been terminated under Section 3.3 hereof, this Agreement shall be delivered to the Division of Revenue of the Department of the Treasury of the State of New Jersey in accordance with the NJ RUCCLA. The Merger shall become effective as of August 31, 2013 (such time and date is herein referred to as the "Effective Time").

Section 1.5. Conditions of Merger.

(a) Consummation of the Merger is subject to satisfaction of the condition that, prior to the Effective Time, this Agreement and the Merger shall have received the approval of (i) the Boards of Directors of the Parent, (ii) the Board of Managers of the Subsidiary, (iii) the holders of capital stock of the Parent as set forth in paragraph 1.5(b) below, and (iv) the holders of membership interest of the Subsidiary as set forth in paragraph 1.5(c) below.

(b) The designation and number of outstanding shares of the Parent of each class and series, the specification of the classes and series entitled to vote on the this Agreement and the Merger and the specification of each class and series entitled to vote as a class on this Agreement and the Merger, are as follows:

PARENT

Designation of each outstanding class and series of shares:	Number of outstanding shares of each class	Designation of class and series entitled to vote	Classes and series entitled to vote as a class
Common Stock	300	Common Stock	N/A

(c) The designation and number of outstanding units of membership interest of the Subsidiary of each class and series, the specification of the classes and series entitled to vote on the this Agreement and the Merger and the specification of each class and series entitled to vote as a class on this Agreement and the Merger, are as follows:

SUBSIDIARY

Designation of each outstanding class and series of units	Number of outstanding shares of each class	Designation of class and series entitled to vote	Classes and series entitled to vote as a class
Common Units	300	Common Units	N/A

ARTICLE II

CONVERSION OF SHARES

Section 2.1. Parent Common Stock. At the Effective Time, by virtue of the Merger and without any further action by the holder thereof, each share of Common Stock, no par value, of the Parent (the "Parent Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) unit of Common Units of the Surviving Entity (the "Surviving Entity Common Units"). Each certificate which immediately prior to the Effective Time represented outstanding shares of the Parent Common Stock shall, on and after the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be deemed for all purposes to represent the number of units of Surviving Entity Common Units into which the shares of the Parent Common Stock represented by such

certificate shall have been converted pursuant to this Section 2.1, until such certificate is surrendered for transfer or exchange in the ordinary course.

Section 2.2. Subsidiary Common Units. At the Effective Time, by virtue of the Merger and without any further action by the holder thereof, each unit of Common Units, of the Subsidiary (the "Subsidiary Common Units") issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and retired without payment of any consideration therefor.

ARTICLE III

MISCELLANEOUS

Section 3.1. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflicts of laws principles.

Section 3.2. Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

Section 3.3. Termination. This Agreement may be terminated and the Merger may be abandoned by the Board of Directors of the Parent or the Board of Managers of the Subsidiary at any time prior to the Effective Date. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of any of the parties hereto.

Section 3.4. Assignment. This Agreement shall not be assigned by either party without the prior written permission of the other party, which written permission shall not be unreasonably withheld.

Section 3.5. Headings. The headings set forth herein are for convenience only and shall not be used in interpreting the text of the section in which they appear.

Section 3.6. No Third Party Beneficiaries. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, corporation or other entity, other than the Parent and its shareholders and the Subsidiary and its members, any rights or remedies by reason of this Agreement.

Section 3.7. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE

ACTIONS OF THE PARTIES TO THIS MERGER AGREEMENT IN THE NEGOTIATION,
ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

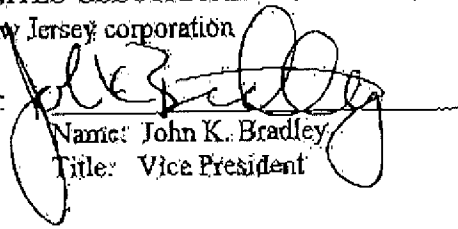
Section 3.8 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Facsimile, e-mail and other electronically transmitted signatures of the undersigned parties will have the same force and effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be signed by their respective duly authorized persons as of the date first above written.

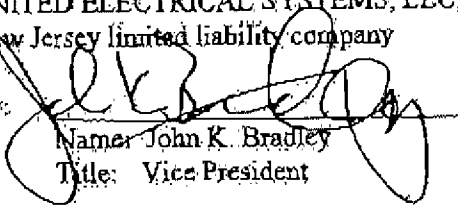
Parent:

UNITED ELECTRICAL SYSTEMS CORP., a
New Jersey corporation

By: 
Name: John K. Bradley
Title: Vice President

Subsidiary:

UNITED ELECTRICAL SYSTEMS, LLC, a
New Jersey limited liability company

By: 
Name: John K. Bradley
Title: Vice President