

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/15/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glimcher Realty Trust		01/15/2015	TRUST: MARYLAND
RECEIVING PARTY DATA			
Name:	WPG Subsidiary Holdings I, LLC		
Street Address:	180 E. Broad St.		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3567143	GLIMCHER	
CORRESPONDENCE DATA			
Fax Number:	6142272390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614-227-2369		
Email:	ipdocketing@bricker.com		
Correspondent Name:	Gregory J. Krabacher		
Address Line 1:	100 S. Third St.		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	011058/158966		
NAME OF SUBMITTER:	Gregory J. Krabacher, Attorney of Record		
SIGNATURE:	/Gregory J. Krabacher/		
DATE SIGNED:	07/08/2015		
Total Attachments: 6			
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source=Certificate of Merger_MD#page2.tif			
source=Certificate of Merger_MD#page3.tif			
source=Certificate of Merger_MD#page4.tif			

CH \$40.00 3567143

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CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE **

** KEEP WITH DOCUMENT **

DOCUMENT CODE 11 BUSINESS CODE _____

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transfer) Glimcher Realty Trust
03723855

Surviving (Transfer) WPG Subsidiary Holdings I, LLC

W 16072274



Affix Barcode Label Here
ID # W16072274 ACK # 1000362007442819
PAGES: 0006
WPG SUBSIDIARY HOLDINGS I, LLC

01/15/2015 AT 08:53 A WO # 0004410677

New Name _____

FEES REMITTED

Base Fee:	<u>100</u>
Org. & Cap. Fee:	_____
Expedite Fee:	<u>70</u>
Penalty:	_____
State Recordation Tax:	_____
State Transfer Tax:	_____
<u>1</u> Certified Copies	_____
Copy Fee:	<u>26</u>
Certificates	_____
Certificate of Status Fee:	_____
Personal Property Filings:	_____
Mail Processing Fee:	_____
Other:	_____

TOTAL FEES: 196

_____	Change of Name
_____	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)

Credit Card _____ Check _____ Cash _____

Documents on 9 Checks

Approved By: _____

Keyed By: _____

COMMENT(S): _____

Code 063

Attention: _____

Mail: Names and Address

VENABLE LLP
SUITE 900
750 E. PRATT STREET
BALTIMORE MD 21202

Stamp Work Order and Customer Number HERE

CUST ID: 0003194097
WORK ORDER: 0004410677
DATE: 01-15-2015 08:53 AM
AMT. PAID: \$196.00

Handwritten signature and date: 1/15/2015

ARTICLES OF MERGER

MERGING

GLIMCHER REALTY TRUST
(a Maryland real estate investment trust)

WITH AND INTO

WPG SUBSIDIARY HOLDINGS I, LLC
(a Maryland limited liability company)

THIS IS TO CERTIFY THAT:

FIRST: Glimcher Realty Trust, a Maryland real estate investment trust (the "Merging Company"), and WPG Subsidiary Holdings I, LLC, a Maryland limited liability company (the "Surviving Company"), agree to merge (the "Merger") in the manner hereinafter set forth and as contemplated by the Agreement and Plan of Merger, dated as of September 16, 2014 (the "Merger Agreement"), by and among the Merging Company, Glimcher Properties Limited Partnership, Washington Prime Group Inc., an Indiana corporation ("WPG"), Washington Prime Group, L.P., the Surviving Company and WPG Subsidiary Holdings II Inc.

SECOND: The Surviving Company is the company to survive the Merger.

THIRD: The principal office of the Surviving Company in the State of Maryland is located in Bethesda.

FOURTH: The Merging Company does not have a principal office in the State of Maryland.

FIFTH: The Merging Company does not own an interest in land in the State of Maryland.

SIXTH: The Surviving Company has one class of membership interests, representing 100% of the total percentage of membership interests in the Surviving Company prior to the Effective Time (as defined below).

SEVENTH: The total number of shares of beneficial interest of all classes which the Merging Company has the authority to issue is (a) 228,800,000 common shares of beneficial interest, par value \$0.01 per share (the "Glimcher Common Shares"), (b) 400,000 8.75% Series F Cumulative Redeemable Preferred Shares, par value \$0.01 per share, none of which are issued or outstanding, (c) 5,600,000 8.125% Series G Cumulative Redeemable Preferred Shares, par value \$0.01 per share (the "Glimcher Series G Preferred Shares"), (d) 4,000,000 7.5% Series H Cumulative Redeemable Preferred Shares, par value \$0.01 per share (the "Glimcher Series H Preferred Shares"), (e) 4,000,000 6.875% Series I Cumulative Redeemable Preferred Shares, par value \$0.01 per share ("Glimcher Series I Preferred Shares"), and (f) 7,200,000 preferred shares, par value \$0.01 per share, without designation as to class or series. The aggregate par value of all shares of all classes of beneficial interest of the Merging Company is \$2,500,000.

EIGHTH: At the Effective Time, the Merging Company shall be merged with and into the Surviving Company; and, thereupon, the Surviving Company shall possess any and all purposes and powers of the Merging Company; and all leases, licenses, properties, rights, privileges, powers and franchises of whatever nature and description of the Merging Company shall be transferred to, vested in and devolved upon the Surviving Company, without further act or deed, and all of the debts, liabilities, claims, duties and obligations of the Merging Company will become the debts, liabilities, claims, duties and obligations of the Surviving Company.

NINTH: Upon the Effective Time, in accordance with the Merger Agreement:

(a) Each limited liability company interest of the Surviving Company issued and outstanding immediately prior to the Effective Time shall, without any action on the part of the holder thereof, remain outstanding and be unaffected by the Merger.

(b) Each Glimcher Common Share issued and outstanding immediately prior to the Effective Time (other than Glimcher Common Shares cancelled pursuant to Section 3.1(a)(i) of the Merger Agreement and restricted Glimcher Common Shares that are Glimcher Continuing Equity Awards (as defined in the Merger Agreement)) shall be converted into the right to receive (A) an amount in cash equal to \$10.40 and (B) 0.1989 of a newly issued, fully paid and non-assessable share of common stock, par value \$0.0001 per share, of WPG, in each case without interest.

(c) Each Glimcher Series G Preferred Share issued and outstanding immediately prior to the Effective Time shall be automatically converted into one newly issued share of 8.125% Series G Cumulative Redeemable Preferred Stock, par value \$0.0001 per share, of WPG. Each Glimcher Series H Preferred Share issued and outstanding immediately prior to the Effective Time shall be automatically converted into one newly issued share of 7.5% Series H Cumulative Redeemable Preferred Stock, par value \$0.0001 per share, of WPG. Each Glimcher Series I Preferred Share issued and outstanding immediately prior to the Effective Time shall be automatically converted into one newly issued share of 6.875% Series I Cumulative Redeemable Preferred Stock, par value \$0.0001 per share, of WPG.

TENTH: The terms and conditions of the transaction described in these Articles of Merger were duly advised, authorized and approved by the Surviving Company, in the manner and by the vote required by the laws of the State of Maryland, the articles of organization and the operating agreement of the Surviving Company, as follows: The sole member of the Surviving Company, by written consent to such action, adopted a resolution approving the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement.

ELEVENTH: The terms and conditions of the transaction described in these Articles of Merger were duly advised, authorized and approved by the Merging Company in the manner and by the vote required by the laws of the State of Maryland and the Declaration of Trust of the Merging Company, as follows:

(a) At a meeting duly held on September 15, 2014, the board of trustees of the Merging Company adopted resolutions unanimously approving the Merger Agreement, declaring advisable the Merger and the other transactions contemplated by the Merger Agreement and directing that the Merger and the other transactions contemplated by the

Merger Agreement be submitted for consideration by the shareholders of the Merging Company at a special meeting of the shareholders of the Merging Company.

(b) The Merger and the other transactions contemplated by the Merger Agreement were approved by the shareholders of the Merging Company at a special meeting of shareholders duly called and held on January 12, 2015 by the affirmative vote of holders of shares entitled to cast at least two-thirds of all of the votes entitled to be cast on the matter, as required by law and the Declaration of Trust of the Merging Company.

TWELFTH: The operating agreement of the Surviving Company will not be amended in connection with the Merger.

THIRTEENTH: The Merger shall be effective upon the acceptance for record of these Articles of Merger by the State Department of Assessments and Taxation of Maryland (the "Effective Time").


FOURTEENTH: Each of the undersigned acknowledges these Articles of Merger to be the act and deed of the respective entity on whose behalf he has signed, and further, as to all matters or facts required to be verified under oath, each of the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts relating to the entity on whose behalf he has signed are true in all material respects and that this statement is made under the penalties for perjury.

- Signature page follows -

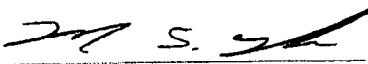
IN WITNESS WHEREOF, these Articles of Merger have been duly executed by the parties hereto this 15th day of January, 2015.

ATTEST:

GLIMCHER REALTY TRUST



George A. Schmidt
Executive Vice President,
General Counsel and Secretary

By: 

Name: Mark E. Yale
Title: Executive Vice President, Chief Financial
Officer and Treasurer

WITNESS:

WPG SUBSIDIARY HOLDINGS I, LLC

By: Washington Prime Group, L.P., its Sole Member

By: Washington Prime Group Inc., its General Partner

Robert P. Demchak
Secretary

By: _____
C. Marc Richards
Treasurer

CUST ID:0003194097
WORK ORDER:0004410677
DATE:01-15-2015 08:53 AM
AMT. PAID:\$196.00

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ATTEST:

GLIMCHER REALTY TRUST

George A. Schmidt

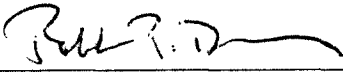
By: _____
Name: Mark E. Yale
Title: Executive Vice President, Chief Financial
Officer and Treasurer

WITNESS:

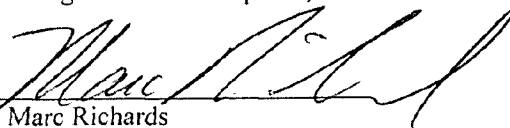
WPG SUBSIDIARY HOLDINGS I, LLC

By: Washington Prime Group, L.P., its Sole Member

By: Washington Prime Group Inc., its General Partner



Robert P. Demchak
Secretary

By: 

C. Marc Richards
Treasurer

[Signature Page to Articles of Merger (MD REIT Merger)]