

RECORDATION FORM COVER SHEET

06-22-1998

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Docket No. Bowers TBC(NJ) - TBC(TN)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUN 13 1998

Tab settings → → → ▼

To the Honorable Commission



Record the attached original documents or copy thereof.
Name and address of receiving party(ies):

1. Name of conveying party(ies): **100743479**
Thomas & Betts Corporation (a New Jersey corporation)

Name: **Thomas & Betts Corporation**

Address: **8155 T&B Boulevard**

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

State of Incorporation: **Tennessee**

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☒ Change of Name
☐ Other

City: **Memphis**

State/Prov.: **Tennessee**

Country: **USA**

ZIP: **38125**

Execution Date: **May 1, 1996**

Additional name(s) & address(es) ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

4,332,330
4,436,952
4,936,396
5,013,872

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Brian S. Welborn, Esq.**

Registration No. **39,065**

Address: **Thomas & Betts Corporation**

Legal Department

8155 T&B Boulevard

City: **Memphis**

State/Prov.: **Tennessee**

Country: **USA**

ZIP: **38125**

6. Total number of applications and patents involved: **4**

7. Total fee (37 CFR 3.41): \$ **160.00**

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0776

06/19/1998 DCOATES 00000129 200776 4332330

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9. Statement and signature. Express Mail Mailing Label No. **EM186680985US**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian S. Welborn

Name of Person Signing

Signature

June 17, 1998

Date

Total number of pages including cover sheet, attachments, and

PATENT

12

REEL: 9245 FRAME: 0131

CERTIFICATE OF MERGER

OF

F I L E D

THOMAS & BETTS CORPORATION

MAY 2 1996

INTO

THOMAS & BETTS TENNESSEE, INC.

LONNA R. HOOKS
Secretary of State

The undersigned, pursuant to the provisions of Section 14A:10-4.1 and 14A:10-7 of the New Jersey Business Corporation Act, do hereby certify and set forth as follows:

FIRST: The name of the surviving corporation is Thomas & Betts Tennessee, Inc. ("T&B Tennessee"). The name of the merged corporation is Thomas & Betts Corporation ("T&B New Jersey").

SECOND: The Agreement and Plan of Merger (the "Plan"), pursuant to which the merger will be effectuated, is annexed hereto as Exhibit A.

THIRD: The dates of approval of the Plan by the shareholders of each corporation are as follows:

T&B New Jersey - May 1, 1996

T&B Tennessee - May 1, 1996.

FOURTH: The number of shares of common stock of T&B New Jersey entitled to vote on the Plan was 20,134,602. The number of shares of common stock of T&B Tennessee entitled to vote on the Plan was 100. Neither corporation has any other class or series of stock entitled to vote on the Plan.

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FIFTH: The number of shares of common stock of T&B New Jersey voted in favor of the Plan was 16,501,360. The number of shares of common stock of T&B New Jersey voted against the Plan was 238,652. The number of shares of common stock of T&B Tennessee voted in favor of the Plan was 100. No shares of common stock of T&B Tennessee voted against the Plan.

SIXTH: The applicable provisions of the laws of Tennessee, the state of incorporation of T&B Tennessee, with respect to this merger have been, or upon compliance with filing and recording requirements will have been, complied with.

SEVENTH: T&B Tennessee agrees that it may be served in New Jersey with process in any proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in New Jersey, which is a party to this merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of T&B New Jersey against T&B Tennessee to the extent such proceedings are permitted under the provisions of New Jersey Business Corporations Act with respect to dissenting shareholders.

EIGHTH: T&B Tennessee irrevocably appoints the Secretary of the State of New Jersey as its agent to accept service of process in any proceeding referred to above. The post office address to which the Secretary of State shall mail a copy of the process in such a proceeding is Thomas & Betts Corporation, 1555 Lynnfield Road, Memphis, Tennessee 38119, Attention: Vice President-General Counsel.

NINTH: T&B Tennessee agrees that it will promptly pay to the dissenting shareholders of T&B New Jersey the amount, if any, to which they shall be entitled under the provisions of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

TENTH: T&B Tennessee will continue its existence as the surviving corporation under the name Thomas & Betts Corporation pursuant to the provisions of the laws of Tennessee.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate of Merger to be executed on its behalf by its duly authorized officer on this 1st day of May, 1996.

THOMAS & BETTS CORPORATION,
a New Jersey corporation

By: T. Kevin Dunnigan
T. Kevin Dunnigan
Chairman and Chief Executive
Officer

THOMAS & BETTS TENNESSEE, INC.,
a Tennessee corporation

By: T. Kevin Dunnigan
T. Kevin Dunnigan
Chairman and Chief Executive
Officer

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ARTICLES OF MERGER OF
THOMAS & BETTS CORPORATION, A NEW JERSEY CORPORATION
WITH AND INTO
THOMAS & BETTS TENNESSEE, INC., A TENNESSEE
CORPORATION

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-21-102 of the Tennessee Code Annotated, the undersigned corporation adopts the following Articles of Merger for the purpose of merging into a single corporation:

1. The Agreement and Plan of Merger is attached hereto as Appendix "A" and incorporated herein by reference.
2. As to Thomas & Betts Tennessee, Inc., the surviving corporation to the merger, the Agreement and Plan of Merger was duly adopted and approved by the board of directors by unanimous consent effective March 11, 1996 and by its sole shareholder, on April 18, 1996.
3. As to Thomas & Betts Corporation, the Agreement and Plan of Merger and performance of its terms were duly authorized by all action required by the laws under which it was organized and by its certificate of incorporation. The Agreement and Plan of Merger was approved by the board of directors at a meeting duly called and held on February 7, 1996, and by the requisite vote of the shareholders pursuant to the New Jersey Business Corporation Act on May 1, 1996.
4. The merger shall be effective upon the filing of these Articles of Merger with the Secretary of State of the State of Tennessee and the filing of the certificate of merger with the Secretary of State of New Jersey in accordance with the New Jersey Business Corporation Act.
5. Pursuant to the Agreement and Plan of Merger, at the effective time of the merger, the Charter of Thomas & Betts Tennessee, Inc., the surviving corporation, shall be amended to change its name to Thomas & Betts Corporation.

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IN WITNESS WHEREOF, the undersigned have caused this document to be executed
as of the 1st day of May 1996

THOMAS & BETTS CORPORATION

By: T. Kevin Dunnigan
T Kevin Dunnigan, Chairman
and Chief Executive Officer

THOMAS & BETTS TENNESSEE, INC

By: T. Kevin Dunnigan
T Kevin Dunnigan, Chairman
and Chief Executive Officer

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated March 11, 1996 (the "Agreement"), is entered into between THOMAS & BETTS CORPORATION, a New Jersey corporation ("T&B New Jersey") and THOMAS & BETTS TENNESSEE, INC., a Tennessee corporation ("T&B Tennessee").

RECITALS

A. T&B New Jersey has an aggregate authorized capital of 80,000,000 shares of Common Stock, par value of \$.50 per share (the "New Jersey Common Stock"), and 500,000 shares of Preferred Stock, no par value.

B. T&B Tennessee has an aggregate authorized capital stock of 80,000,000 shares of Common Stock, no par value (the "Tennessee Common Stock"), of which 100 shares of Tennessee Common Stock were duly issued to T&B New Jersey and are now outstanding, and 500,000 shares of Preferred Stock, no par value, of which no shares have been issued.

C. The respective Boards of Directors of T&B New Jersey and T&B Tennessee believe that the best interests of T&B New Jersey and T&B Tennessee and their respective shareholders will be served by the merger of T&B New Jersey with and into T&B Tennessee under and pursuant to the provisions of this Agreement, the New Jersey Business Corporation Act and the Tennessee Business Corporation Act.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements and undertakings herein contained, the parties hereby agree as follows:

1. MERGER. The names of the corporations planning to merge are Thomas & Betts Corporation and Thomas & Betts Tennessee, Inc. T&B New Jersey shall be merged with and into T&B Tennessee (the "Merger").

2. EFFECTIVE TIME. The Merger shall become effective immediately upon the filing of a certificate of merger with the Secretary of State of New Jersey in accordance with the New Jersey Business Corporation Act and the filing of articles of merger with the Secretary of State of Tennessee in accordance with the Tennessee Business Corporation Act. The time of such effectiveness is hereinafter called the "Effective Time."

3. SURVIVING CORPORATION. T&B Tennessee shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Tennessee. At the Effective Time, the separate corporate existence of T&B New Jersey shall cease.

4. NAME OF SURVIVING CORPORATION. At the Effective Time, Article I of the Charter of T&B Tennessee shall automatically by virtue of the Merger be amended to change the name of T&B Tennessee to Thomas & Betts Corporation. As so amended, the text of Article I of the Charter of T&B Tennessee shall read in its entirety as follows:

The name of the corporation is Thomas & Betts Corporation.

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6. CHARTER. Except as provided in Section 4, the Charter of T&B Tennessee as it exists at the Effective Time shall be the Charter of the Surviving Corporation following the Effective Time until the same shall thereafter be amended or repealed in accordance with the laws of the State of Tennessee.

8. BYLAWS. The Bylaws of T&B Tennessee as they exist at the Effective Time shall be the Bylaws of the Surviving Corporation following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Tennessee.

7. BOARD OF DIRECTORS AND OFFICERS. The members of the Board of Directors and the officers of T&B New Jersey immediately prior to the Effective Time shall be the members of the Board of Directors and the officers, respectively, of the Surviving Corporation following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. RETIREMENT OF OUTSTANDING TENNESSEE COMMON STOCK. At the Effective Time, each of the 100 shares of the Tennessee Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, be retired and canceled and returned to the status of authorized but unissued shares, and no shares of Tennessee Common Stock or other securities of the Surviving Corporation shall be issued in respect thereof.

9. CONVERSION OF OUTSTANDING NEW JERSEY COMMON STOCK. At the Effective Time, each issued and outstanding share of New Jersey Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of Tennessee Common Stock, and each certificate representing shares of New Jersey Common Stock shall automatically by virtue of the Merger for all purposes be deemed to evidence the ownership of the same number of shares of Tennessee Common Stock as are set forth in such certificate. After the Effective Time, each holder of an outstanding certificate which, immediately prior to the Effective Time, represented shares of New Jersey Common Stock may (but will not be required to) surrender the same to the Surviving Corporation's registrar and transfer agent for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate(s) evidencing the ownership of the same number of shares of Tennessee Common Stock as are represented by the certificate(s) so surrendered to the Surviving Corporation's registrar and transfer agent.

10. CANCELLATION OF NEW JERSEY COMMON STOCK HELD IN TREASURY. Shares of New Jersey Common Stock that have been issued and are held in treasury by T&B New Jersey immediately prior to the Effective Time shall automatically by virtue of the Merger be canceled at the Effective Time, and no shares of Tennessee Common Stock or other securities of the Surviving Corporation shall be issued in respect thereof.

11. STOCK OPTIONS, ETC. At the Effective Time, each stock option and other right to subscribe for, purchase or receive shares of New Jersey Common Stock shall automatically by virtue of the Merger be converted into a stock option or other right

to subscribe for, purchase or receive, on the same terms and conditions, the same number of shares of Tennessee Common Stock, and each certificate, agreement, note or other document representing such stock option or other right to subscribe for, purchase or receive shares of New Jersey Common Stock shall for all purposes be deemed to evidence the ownership of a stock option or other right to subscribe for, purchase or receive shares of Tennessee Common Stock.

12. RIGHTS AND LIABILITIES OF THE SURVIVING CORPORATION. At and after the Effective Time, and all in the manner of and as more fully set forth in the Tennessee Business Corporation Act and the New Jersey Business Corporation Act, the title to all real estate and other property, or any interest therein, owned by each of T&B New Jersey and T&B Tennessee shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of T&B New Jersey and T&B Tennessee without reversion or impairment; the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of T&B New Jersey and T&B Tennessee; any claim existing or action or proceeding pending by or against T&B New Jersey or T&B Tennessee may be continued as if the Merger did not occur or the Surviving Corporation may be substituted for T&B New Jersey in the proceeding; neither the rights of creditors nor any liens upon, or security interests in, the property of T&B New Jersey or T&B Tennessee shall be impaired by the Merger; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

13. CONDITION; TERMINATION. Consummation of the Merger shall be subject to the receipt of the approval of this Agreement by the shareholders of T&B New Jersey and T&B Tennessee in accordance with the New Jersey Business Corporation Act and the Tennessee Business Corporation Act, respectively. This Agreement may be terminated and abandoned by action of either the Board of Directors of T&B New Jersey or the Board of Directors of T&B Tennessee at any time prior to the Effective Time, whether before or after approval by the shareholders of either or both of the parties hereto.

14. AMENDMENT. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Time; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Charter of T&B Tennessee, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

15. GOVERNING LAW; SEVERABILITY. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Tennessee. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable for any reason, such invalidity, illegality or

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unenforceability shall not affect any other provisions of this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan and Agreement of Merger to be executed, respectively, by its Chairman and Chief Executive Officer.

THOMAS & BETTS CORPORATION,
a New Jersey corporation

By: T. Kevin Dunnigan
T. Kevin Dunnigan, Chairman
and Chief Executive Officer

THOMAS & BETTS TENNESSEE, INC.,
a Tennessee corporation

By: T. Kevin Dunnigan
T. Kevin Dunnigan, Chairman
and Chief Executive Officer

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Patent Counsel

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8155 T&B Boulevard
Memphis, TN 38125
(901) 252-5000
tnb@tnb.com

Thomas & Betts

Box ASSIGNMENT

Commissioner of Patents and Trademarks
Washington, D.C. 20231

**RE: Recordation of Merger and Change of Name
Thomas & Betts Corporation (NJ) to Thomas & Betts Corporation (TN)
U.S. Patent Nos. 4,332,330; 4,436,952; 4,936,396; 5,013,872
Docket No.: Bowers TBC(NJ) - TBC(TN)**

Dear Sir:

Transmitted herewith are the following items:

1. Transmittal Letter;
2. Form PTO-1595 Recordation Cover Sheet;
3. Articles & Certificate of Merger & Name Change (to be recorded);
4. Express Mail Label No. EM186680985US; and
5. Return Postcard (postage prepaid).


The enclosed assignment to be recorded is characterized on the Form PTO-1595 Recordation Cover Sheet. The recordal fee prescribed by 37 C.F.R. §1.21(h) of \$160.00 is authorized to be charged to Deposit Account No. 20-0776 in the name of Thomas & Betts Corporation. If a deficiency should occur in the payment of any fee, the Commissioner is hereby authorized to charge such deficiency, or credit any over payment, to Deposit Account No. 20-0776.

Please return the recorded assignment to the undersigned at the following address:

Thomas & Betts Corporation
Legal Department
8155 T&B Boulevard
Memphis, TN 38125

Respectfully submitted,
THOMAS & BETTS CORPORATION

Date June 17, 1998

By 
Brian S. Welborn
Reg. No. 39,065
(901) 252-5935

Express Mail Mailing Label No. EM186680985US

RECORDED: 06/18/1998

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