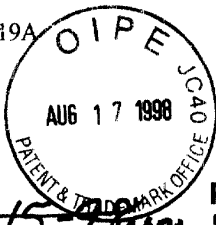


FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

09-02-1998



100805551

U.S. Department of Commerce
Patent and Trademark Office

PATENT

MAY 15 1998

RECORDATION FORM COVER SHEET

MRD 5-15-98 MRD 8.17.98 PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type



New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

Conveyance Type



Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

Conveying Party(ies)



Mark if additional names of conveying parties attached

Name (line 1)

Yazaki EDS Engineering, Inc.

Execution Date
Month Day Year

9 -23-96

Name (line 2)

Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1)

American Yazaki Corporation

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1)

2002 Eagle Road 2002 Eagle Road

Address (line 2)

Address (line 3)

Normal Normal



Illinois

61761

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

05/16/1998 JSHABAZZ 00000119 08690285

FOR OFFICE USE ONLY

01 FC:581

40.00 DP

40E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231-0562

Correspondent Name and Address

Area Code and Telephone Number (734) 662-0270

Name Jason J. Young

Address (line 1) YOUNG & BASILE, P.C.

Address (line 2) 3001 West Big Beaver Road

Address (line 3) Suite 624

Address (line 4) Troy MI 48084

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

12

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08/690285

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

25-0115

Authorization to charge additional fees:

Yes ☒

No ☐

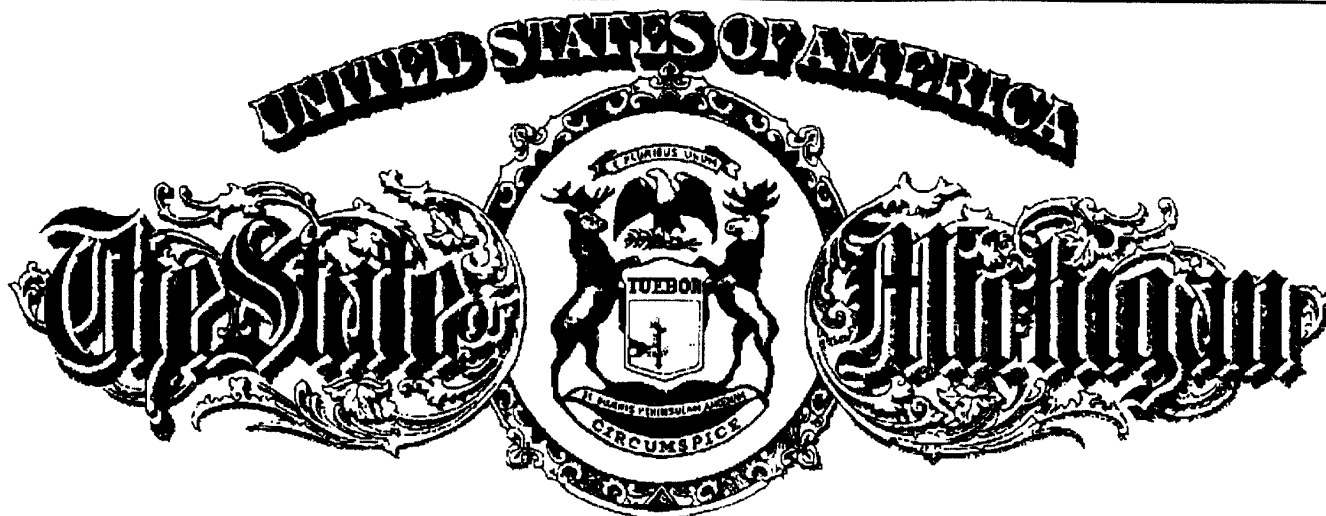
Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Jason J. Young Reg. No. 34,048
Name of Person Signing

Signature

Date



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of April, 1998.

Julie Croll

, Director

172 0364848

Corporation, Securities and Land Development Bureau
PATENT

REEL: 9411 FRAME: 0564

620364

096AH1979 1017 063457 4 3 10

File Number 4715-703-0

FILED

OCT 23 1996

RECEIVED

OCT 17 1996

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

MI DEPT. OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEV. BUREAU

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF MERGER OF
AMERICAN YAZAKI CORPORATION
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.



C-212.2

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 1ST day of OCTOBER A.D. 19 96 and of the Independence of the United States the two hundred and 21ST

George H. Ryan

Secretary of State

File Number

4715-703-0

State of Illinois
Office of
The Secretary of State

Whereas,

**ARTICLES OF MERGER OF
AMERICAN YAZAKI CORPORATION**

**INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.**

**Now Therefore, I, George H. Ryan, Secretary of State of the State of
Illinois, by virtue of the powers vested in me by law, do hereby issue
this certificate and attach hereto a copy of the Application of the
aforesaid corporation.**

**In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 1ST
day of OCTOBER A.D. 19⁹⁶ and of
the Independence of the United States the two
hundred and 21ST**



C-212.2

George H. Ryan

Secretary of State

Form **BCA-11.25**

(Rev. Jan. 1995)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

DO NOT SEND CASH!
Remit payment in check or money
order, payable to "Secretary of State."
Filing Fee is \$100, but if merger or
consolidation of more than 2 corpo-
rations, \$50 for each additional cor-
poration.

**ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE****FILED**

OCT 1 1996

**GEORGE H. RYAN
SECRETARY OF STATE**File # **4715-703-0****SUBMIT IN DUPLICATE****This space for use by
Secretary of State**Date **10/1/96**Filing Fee \$ **100.00**Approved: 

1. Names of the corporations proposing to ~~consolidate~~^{merge} ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country Of Incorporation	Corporation File No.
<u>American Yazaki Corporation</u>	<u>Illinois</u>	<u>4715-703-0</u>
<u>Yazaki EDS Engineering, Inc.</u>	<u>Michigan</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

Illinois and Michigan

3. (a) Name of the ~~new~~^{surviving} corporation: American Yazaki Corporation
~~XXXXXX~~
(b) it shall be governed by the laws of: Illinois

4. Plan of ~~consolidation~~^{merger} ~~XXXXXX~~^{XXXXXX} is as follows: See attached "Agreement and Plan of Merger"
~~exchange~~

If not sufficient space to cover this point, add one or more sheets of this size.

EXPEDITED

OCT 1 1996

SECRETARY OF STATE

PATENT

REEL: 9411 FRAME: 0567

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made on September 20, 1996 by and among American Yazaki Corporation, an Illinois corporation (the "Surviving Corporation"), Yazaki EDS Engineering, Inc., a Michigan corporation (the "Target Corporation") (the Target Corporation and the Surviving Corporation are sometimes referred to as the "Constituent Corporations"), Yazaki International Corporation, a Delaware corporation (the "Parent Corporation"), and Yazaki Corporation, a Japanese corporation (the "Shareholder").

BACKGROUND:

- A. The parties to this Agreement are corporations organized and existing under the laws of the state or the country in which they were incorporated.
- B. The Surviving Corporation is a wholly owned subsidiary of the Parent Corporation. The Target Corporation is a wholly owned subsidiary of the Shareholder. The Parent Corporation is also a wholly owned subsidiary of the Shareholder. Exhibit A attached hereto describes the ownership relationship of the parties to this Agreement and sets forth as to each of the Constituent Corporations the designation and number of outstanding shares of each class and series and a specification of the class and series entitled to vote.
- C. The board of directors and the shareholders of the Constituent Corporations determined that it shall be in the best interest for the constituent Corporations and their shareholders to merge the Target Corporation into the Surviving Corporation, upon the terms and conditions set forth in this Agreement (the "Merger").

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations contained herein, the parties agree as follows:

Section 1. Merger. Subject to the terms and conditions of this Agreement, at the Merger Effective Time (as defined in Section 7):

- (a) the Target Corporation shall be merged with and into the Surviving Corporation, which shall be the surviving corporation of the Merger, in accordance with the applicable provisions of the Illinois Business Corporation Act and the Michigan Business Corporation Act;
- (b) the separate existence of the Target Corporation shall cease;
- (c) the Surviving Corporation shall receive all the assets and liabilities of the Target Corporation;

(d) each of the issued and outstanding shares of common stock of the Target Corporation shall be, without any action on the part of shareholders of the Constituent Corporations, automatically converted to 0.00071 share of common stock of the Parent Corporation (\$0.01 par value per share) as the sole consideration for the Target Corporation;

(e) the existence of the Surviving Corporation shall continue with all of the rights, privileges, immunities and powers and subject to all of the duties and liabilities of a corporation organized under the Illinois Business Corporation Act; and

(f) each outstanding share of common stock of the Surviving Corporation shall continue to represent one share of common stock of the Surviving Corporation.

The parties to this Agreement intend that the Merger shall qualify as a tax-free reorganization in the form of the forward triangular merger in accordance with the Internal Revenue Code Section 368(a)(2)(D) and all applicable state laws.

Section 2. Articles of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation effective immediately prior to the Merger Effective Time shall be the Articles of Incorporation of the Surviving Corporation after the Merger Effective Time, until duly amended in accordance with the applicable provisions of the Illinois Business Corporation Act.

Section 3. Bylaws. The Bylaws of the Surviving Corporation effective immediately prior to the Merger Effective Time shall be the Bylaws of the Surviving Corporation after the Merger Effective Time, until duly amended in accordance with the applicable provisions of the Illinois Business Corporation Act.

Section 4. Directors and Officers. The directors and officers of the Surviving Corporation after the Merger Effective Time shall be as follows, until their respective successors shall have been duly elected or appointed and qualified or until the earlier of death, resignation or removal:

Directors: Shinji Yazaki
Masayuki Yamamoto
Richard Brooks

Officers: Masayuki Yamamoto, Chairman, President & Secretary
Richard Brooks, Executive Vice President
Dennis Deming, Vice President
Yukio Iki, Vice President
Yoshihiro Tsuji, Vice President
Saburo Aihara, Treasurer

Section 5. Effect of the Merger. At and after the Merger Effective Time, the Merger shall

have the effects set forth in Section 724(1) of the Michigan Business Corporation Act and Section 11.50 of the Illinois Business Corporation Act.

Section 6. Actions After Merger. If, after the Merger Effective Time, the Surviving Corporation shall determine that further conveyances, agreements, documents, instruments, assurances of law, or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving Corporation the title to any property, rights, privileges, franchises and powers of the Surviving Corporation or Target Corporation or to otherwise carry out the provisions of this Agreement, the appropriate directors and officers last in office of both the Surviving Corporation and the Target Corporation shall (a) execute and deliver, on request, any and all proper conveyances, agreements, documents, instruments, and assurances of law and (b) do all things necessary or proper to vest, perfect, or confirm title to the Surviving Corporation's property, rights, privileges, franchises and powers and otherwise to carry out the provisions of this Agreement.

Section 7. Merger Effective Time. As used in this Agreement, the "Merger Effective Time" means the later of: (a) October 1, 1996; or (b) the time when the Certificate of Merger is issued by the Secretary of State of the State of Illinois, U.S.A.

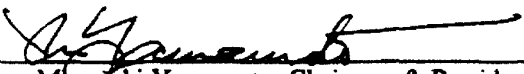
Section 8. Termination. At any time before the Merger Effective Time, the directors of all the parties to this Agreement may mutually consent to terminate this Agreement and abandon the Merger.

Section 9. No Third-Party Beneficiaries. Except as otherwise specifically provided in this Agreement, nothing expressed or implied in this Agreement is intended or shall be construed to confer on or give any person, firm, or corporation, other than the parties, any rights or remedies under or by reason of this Agreement.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed,
as of the date first above written, by their duly authorized representatives.

American Yazaki Corporation, an Illinois corporation (the
"Surviving Corporation")

By: 
Masayuki Yamamoto, Chairman & President

Yazaki EDS Engineering, Inc., a Michigan corporation (the
"Target Corporation")

By: 
Hajime Minamikata, Chairman & President

Yazaki International Corporation, a Delaware corporation
(the "Parent Corporation")

By: _____
Takashi Iwamura, Chairman & President

Yazaki Corporation, a Japanese corporation (the
"Shareholder")

By: _____
Shinji Yazaki, Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the date first above written, by their duly authorized representatives:

American Yazaki Corporation, an Illinois corporation (the
"Surviving Corporation")

By: _____
Masayuki Yamamoto, Chairman & President

Yazaki EDS Engineering, Inc., a Michigan corporation (the
"Target Corporation")

By: _____
Hajime Minamikata, Chairman & President

Yazaki International Corporation, a Delaware corporation
(the "Parent Corporation")

By: _____
Takashi Iwamura, Chairman & President

Yazaki Corporation, a Japanese corporation (the
"Shareholder")

By: _____
Shinji Yazaki, Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed,
as of the date first above written, by their duly authorized representatives. 6/9

American Yazaki Corporation, an Illinois corporation (the
"Surviving Corporation")

By: _____
Masayuki Yamamoto, Chairman & President

Yazaki EDS Engineering, Inc., a Michigan corporation (the
"Target Corporation")

By: _____
Hajime Minamikata, Chairman & President

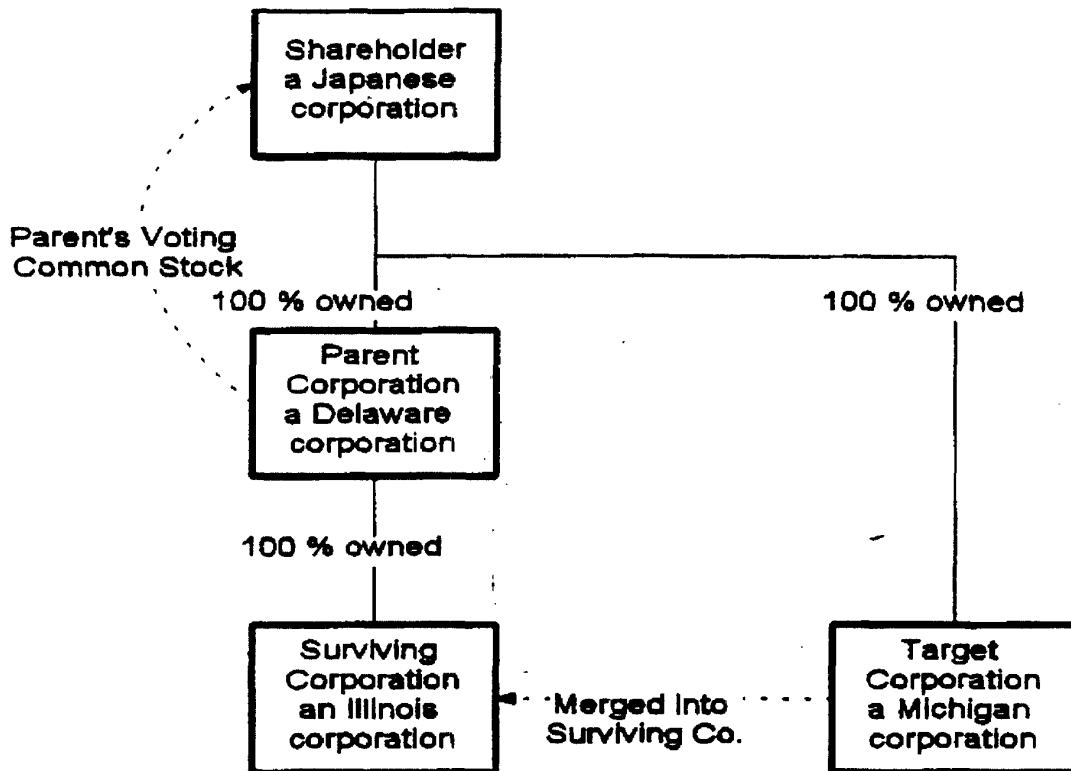
Yazaki International Corporation, a Delaware corporation
(the "Parent Corporation")

By: _____
Takeshi Iwamura, Chairman & President

Yazaki Corporation, a Japanese corporation (the
"Shareholder")

By: Shinji Yazaki
Shinji Yazaki, Vice President

EXHIBIT A



The Surviving Corporation has authorized capital consisting solely of 10,000 shares of common stock (\$10,000 par value per share), of which 10,000 shares are issued and outstanding and entitled to vote. The Target Corporation has authorized capital consisting solely of 200,000 shares of common stock (\$1.00 par value per share), of which 200,000 shares are issued and outstanding and entitled to vote. At the Merger Effective Time, each of the issued and outstanding shares of common stock of the Target Corporation shall be, without any action on the part of shareholders of the Constituent Corporations, automatically converted to 0.00071 share of common stock of the Parent Corporation (\$0.01 par value per share) as the sole consideration for the Target Corporation. At and after the Merger Effective Time, each outstanding share of common stock of the Surviving Corporation shall continue to represent one share of common stock of the Surviving Corporation.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

- a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19 ____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☐ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated September 23, _____, 19 96

attested by 
(Signature of Secretary or Assistant Secretary)

Masayuki Yamamoto--Secretary
(Type or Print Name and Title)

Dated September 23, _____, 19 96

attested by 
(Signature of Secretary or Assistant Secretary)

Yoshihiro Tsuji--Secretary
(Type or Print Name and Title)

Dated _____, 19 _____

attested by _____
(Signature of Secretary or Assistant Secretary)

(Type or Print Name and Title)

C-195.4

American Yazaki Corporation

(Exact Name of Corporation)

by 
(Signature of President or Vice President)

Richard Brooks--Executive Vice President
(Type or Print Name and Title)

Yazaki EDS Engineering, Inc.

(Exact Name of Corporation)

by 
(Signature of President or Vice President)

Hajime Minamikata--President
(Type or Print Name and Title)

(Exact Name of Corporation)

by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

PATENT

RECORDED: 08/17/1998

SEAL APPEARS ONLY ON ORIGINAL

REEL: 9411 FRAME: 0575