

08-05-2002



Form PTO-1595 R  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102179150

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): <b>Inertia Friction Welding, Inc.</b></p> <p style="text-align: center; font-size: 1.2em;">7-30-02</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <b>S.S.D. Control Technology, Inc.</b></p> <p>Street Address: <b>1801 South Main Street P.O. Box 4189</b></p> <p>City: <b>South Bend</b></p> <p>State: <b>Indiana</b> Zip: <b>46634</b></p> <p>Additional name(s) &amp; address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <b>December 26, 2001</b></p>	

4. Application number(s) or patent number(s):

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

<p>A. Patent Application No.(s):</p>	<p>B. Patent No.(s): <b>5858142</b></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>David C. Read MARSHALL, GERSTEIN &amp; BORUN</b></p> <p>Internal Address: <b>Atty. Dkt. 29627/36393</b></p> <p>Street Address: <b>233 S. Wacker Drive, Suite 6300</b></p> <p>City: <b>Chicago</b> State: <b>IL</b> Zip: <b>60606-6357</b></p>	<p>6. Total number of applications and patents involved: _____</p> <p>7. Total fee (37 CFR 3.41) \$ <b>40.00</b></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <b>13-2855</b> (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. 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.*

<p><b>Alisa C. Simmons</b> Name of Person Signing</p>	<p> Signature</p>	<p><b>July 23, 2002</b> Date</p>
<p>Total number of pages including cover sheet, attachments, and documents: <b>9</b></p>		

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, Box Assignments, Washington, DC 20231, on the date shown below.

Dated: July 23, 2002 Signature: (Alisa Simmons)

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PATENT  
REEL: 013128 FRAME: 0571

**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF MERGER**

of

**S.S.D. CONTROL TECHNOLOGY, INC.**

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

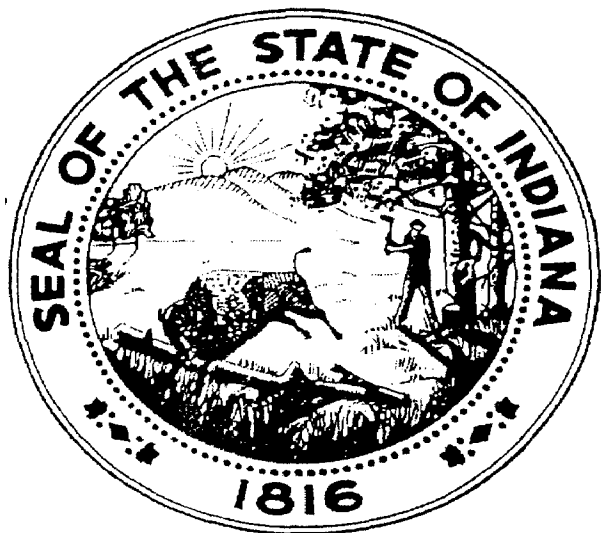
**INERTIA FRICTION WELDING, INC.**

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

**S.S.D. CONTROL TECHNOLOGY, INC.**

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 31, 2001.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 28, 2001.

*Sue Anne Gilroy*

SUE ANNE GILROY,  
SECRETARY OF STATE

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**PATENT  
REEL: 013128 FRAME: 0572**

**ARTICLE I**  
**The Merger and Its Effects**

**Section 1.01. The Merger.** The Merging Corporation and the Surviving Corporation shall be merged into a single corporation in accordance with the applicable provisions of the laws of the State of Indiana by the Merging Corporation merging with and into the Surviving Corporation, which shall survive the Merger and continue to be an Indiana corporation.

**Section 1.02. Effective Date.** Upon the execution of this Agreement articles of merger shall be executed by the Surviving Corporation and delivered to the Indiana Secretary of State for filing in accordance with the provisions of the Indiana Business Corporation Law, as amended (the "Act"). The effective date of the Merger shall be on the later of: (i) December 31, 2001, or (ii) the date on which the articles of merger are filed with the Indiana Secretary of State (the "Effective Date").

**Section 1.03. Effects of the Merger.** At the Effective Date:

- (a) the separate existence of the Merging Corporation shall cease as provided by the laws of the State of Indiana;
- (b) the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities, powers and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger;
- (c) all rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger; and all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it;
- (d) all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its shareholders, Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the Corporate Acts of the Surviving Corporation, and shall be as effective and binding upon it on the Effective Date as they were upon the Merging Corporation before the Effective Date; and
- (e) the Merger shall have all other effects provided by applicable Indiana law.

**Section 1.04. Tax Matters.** The Merger shall be treated as a statutory merger within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

**ARTICLE II**  
**Articles of Incorporation and By-Laws**

**Section 2.01. Articles of Incorporation.** On and after the Effective Date, the Articles of Incorporation of the Surviving Corporation, as existing and constituted on the Effective Date, shall constitute the Articles of Incorporation of the Surviving Corporation (the "Surviving Articles"), subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving Articles in accordance with the Act.

**Section 2.02. Code of By-Laws.** On and after the Effective Date, the By-Laws of the Surviving Corporation, as existing and constituted on the Effective Date, shall constitute the By-Laws of the Surviving Corporation (the "Surviving By-Laws"), subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving By-Laws in accordance with the laws of the State of Indiana, the Surviving Articles and the Surviving By-Laws.

**ARTICLE III**  
**Directors and Officers**

**Section 3.01. Directors and Officers.** The Board of Directors and officers of the Surviving Corporation in office on the Effective Date shall continue in office as the Board of Directors and officers of the Surviving Corporation, each to hold office until his or her successor shall have been elected and qualified or until his or her earlier resignation or removal.

**ARTICLE IV**  
**Effect of Merger on Capital Stock of**  
**Constituent Corporations**

**Section 4.01. Issuance of New Shares in Surviving Corporation.** Upon the Effective Date, all Merging Corporation Issued Shares and all of the Surviving Corporation Issued Shares shall automatically be converted into Shares of the Surviving Corporation according to the following schedule:

<u>Shareholder</u>	<u>Shares in Merging Corporation Prior to Effective Date</u>	<u>Shares in Surviving Corporation Prior to Effective Date</u>	<u>Shares in Surviving Corporation On the Effective Date</u>
Stephen Estes	250	100	100
David Konieczny	250	100	100
<u>Lowell Tully</u>	<u>250</u>	<u>0</u>	<u>50</u>
Total	750	200	250

**ARTICLE V**  
**Further Assurances**

**Section 5.01. Additional Actions.** If at any time the Surviving Corporation shall consider or be advised that any further assignment, consent, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger or of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

**ARTICLE VI**  
**Miscellaneous**

**Section 6.01. Shareholder Approval.** Pursuant to IND. CODE § 23-1-40-3 this Agreement and related matters shall be submitted to the shareholders of the Constituent Corporations to vote or consent with respect thereto.


**Section 6.02. Expenses of Merger.** The Surviving Corporation shall pay all unpaid expenses of accomplishing the Merger and otherwise effecting the transactions contemplated by this Agreement.

**Section 6.03. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one and the same Agreement.

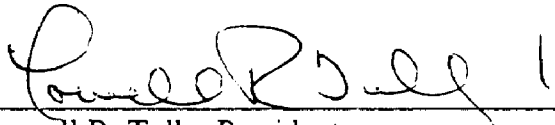
**Section 6.04. Captions.** The captions and headings in this Agreement have been included for convenience of reference only, are not an integral part of this Agreement and shall not be considered in the interpretation of any part of this Agreement.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

SSD CONTROL TECHNOLOGY, INC.

  
\_\_\_\_\_  
Stephen R. Estes, President

INERTIA FRICTION WELDING, INC.

  
\_\_\_\_\_  
Lowell R. Tully, President

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** ("Agreement") is made as of this 26<sup>th</sup> day of September, 2001, by and between INERTIA FRICTION WELDING, INC. (the "Merging Corporation") and SSD CONTROL TECHNOLOGY, INC. (the "Surviving Corporation" and, together with the Merging Corporation, the "Constituent Corporations").

**RECITALS:**

**WHEREAS**, the Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana; and

**WHEREAS**, the Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana; and

**WHEREAS**, the Merging Corporation has authority to issue One Thousand (1,000) shares of common stock, without par value, of which a total of Seven Hundred Fifty (750) shares are issued and outstanding ("Merging Corporation Issued Shares"); and

**WHEREAS**, the Surviving Corporation has authority to issue One Thousand (1,000) shares of common stock, without par value, of which a total of Two Hundred (200) shares are issued and outstanding ("Surviving Corporation Issued Shares"); and

**WHEREAS**, the percentage of the Merging Corporation Issued Shares and the Surviving Corporation Issued Shares owned by the holders thereof immediately prior to the consummation of the transactions contemplated by the Stock Purchase Agreement are as follows:

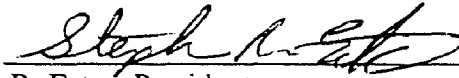
<u>Name</u>	<u>Percentage- Merging Corporation</u>	<u>Percentage- Surviving Corporation</u>
Stephen R. Estes	33%	50%
David J. Konieczny	33%	50%
Lowell R. Tully	33%	0%

**WHEREAS**, the Boards of Directors of the respective Constituent Corporations have determined that it is in the best interests of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation (the "Merger"), and have approved the Merger on the terms and conditions set forth in this Agreement in accordance with the applicable provisions of the laws of the State of Indiana that permit the Merger;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements, covenants and conditions set forth in this Agreement, and for the purpose of setting forth the terms, conditions and method of effecting the Merger, and intending to be legally bound, the Constituent Corporations hereby agree as follows:

IN WITNESS WHEREOF, SSD CONTROL TECHNOLOGY, INC. has caused these Articles of Merger to be executed in its name and on its behalf by its duly authorized officer, this 26 day of December, 2001.

SSD CONTROL TECHNOLOGY, INC.



Stephen R. Estes, President

**ARTICLES OF MERGER OF INERTIA FRICTION WELDING, INC.,  
AN INDIANA CORPORATION, INTO  
SSD CONTROL TECHNOLOGY, INC., AN INDIANA CORPORATION**

The undersigned, SSD CONTROL TECHNOLOGY, INC., an Indiana corporation (the "Surviving Corporation"), in compliance with the requirements of the Indiana Business Corporation Law (the "Act") and desiring to effect a merger of INERTIA FRICTION WELDING, INC., an Indiana corporation (the "Merging Corporation"), into the Surviving Corporation, and acting by its duly authorized officer, hereby sets forth the following facts:

**ARTICLE I**  
**Surviving Corporation**

- A. The name of the corporation surviving the merger is SSD CONTROL TECHNOLOGY, INC.
- b. The Surviving Corporation is an Indiana corporation existing pursuant to the provisions of the Act.

**ARTICLE II**  
**Merging Corporation**

- A. The name of the corporation merging into the Surviving Corporation is INERTIA FRICTION WELDING, INC.
- B. The Merging Corporation is an Indiana corporation existing pursuant to the provisions of the Act.

**ARTICLE III**  
**Plan of Merger**

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Plan") is set forth as Exhibit A to these Articles of Merger.

**ARTICLE IV**  
**Effective Time**

Pursuant to IND. CODE § 23-1-40-5(b) and the terms of the Plan, the effective date of the merger shall be on the later of: (i) December 31, 2001, or (ii) the date on which these articles of merger are filed with the Indiana Secretary of State.



**ARTICLE V**  
**Manner of Adoption and Vote**

A. Action by the Surviving Corporation:

1. Approval by the Board of Directors: At a special meeting of the Board of Directors held on September 26, 2001, the Board of the Surviving Corporation adopted resolutions approving the Plan, recommending that it be submitted to the Shareholders of the Surviving Corporation for approval, and thereupon authorizing the execution of the Plan by the officers of the Surviving Corporation, for and on its behalf.
2. Approval by the Shareholders: At a special meeting of all the Shareholders held on September 26, 2001, all of the Shareholders of the Surviving Corporation (representing all of the votes entitled to be cast with respect to the Plan) adopted and approved the Plan and authorized the merger contemplated thereby.

B. Action by the Merging Corporation:

1. Approval by the Board of Directors: At a special meeting of the Board of Directors held on September 26, 2001, the Board of the Merging Corporation adopted resolutions approving the Plan, recommending that it be submitted to the Shareholders of the Merging Corporation for approval, and thereupon authorizing the execution of the Plan by the officers of the Merging Corporation, for and on its behalf.
2. Approval by the Shareholders: At a special meeting of all the Shareholders held on September 26, 2001, all of the Shareholders of the Merging Corporation (representing all of the votes entitled to be cast with respect to the Plan) adopted and approved the Plan and authorized the merger contemplated thereby.

- C. Compliance with Legal Requirements: The manner of the adoption of the Plan, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation and the Code of By-Laws of the Surviving Corporation.

[signature page follows]