

02-27-2003



102374931

TO: Director, U.S. Patent & Trademark Office, Box As
Please record the attached original document(s) or

SUBMISSION TYPE

2-20-03

- ☒ 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)

- ☐ Department File ☐ Secret File

CONVEYING PARTY(IES): (Last name first)

Kiefer Pool Equipment Co.

Execution Date
December 24, 2002

RECEIVING PARTY:

Name: Adolph Kiefer & Associates, Inc.
Address: 1700 Kiefer Drive
City: Zion
State: Illinois
Zip Code: 60099

Mark if additional names of conveying parties attached ☐

Mark if additional names of receiving parties attached ☐

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).
If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 00/00/00

Patent Application Number(s):

29/153,964; 29/153,965; 10/046,365; 10/047,148
10/047,238; 10/047,790; 10/047,791; 10/323,499

Patent Number(s):

D464,700; D464,791

TOTAL NUMBER OF PROPERTIES: Enter the total number of properties involved: Ten

PATENT COOPERATION TREATY (PCT):

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

NUMBER OF PAGES:

Enter the total number of pages contained in the conveyance
document including any attachment(s). DO NOT include the
Recordation Form Cover Sheet pages in this total.

Seven

CORRESPONDENT NAME AND ADDRESS:

Allen J. Hoover
Wood, Phillips, Katz, Clark & Mortimer
Citicorp Center, Suite 3800
500 West Madison Street
Chicago, Illinois 60661-2511

FEE AMOUNT: Total Fee (37 CFR 3.41) \$400.00

- ☒ Enclosed
☐ Charge to Deposit Account 23-0785
☒ The Commissioner is hereby authorized to charge
any additional fees which may be required, or credit
any overpayment, to Deposit Account 23-0785.

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 herein indicated.

02/26/2003 DBYRNE 00000071 29153964

400.00 DP

01 FC:0021

Allen J. Hoover
Name of Person Signing

Signature

February 20, 2003
Date

PLAN OF MERGER
KIEFER POOL EQUIPMENT CO., an Illinois corporation
into

ADOLPH KIEFER & ASSOCIATES, INC., an Illinois corporation

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of December 23, 2002, by and between KIEFER POOL EQUIPMENT CO., an Illinois Corporation, ("Merging Corporation") and ADOLPH KIEFER & ASSOCIATES INC., an Illinois corporation ("Surviving Corporation") (Merging Corporation and Surviving Corporation are sometimes collectively referred to as the "Constituent Corporations").

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of each of the corporations and their respective shareholders that the Constituent Corporations be merged into a single corporation ("Merger") in accordance with the terms and conditions of this Agreement and the Illinois Business Corporation Act of 1983, as amended ("BCA");

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a plan of reorganization and to consummate the Merger in accordance with the provisions of §368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

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

1. Merger

As of the Effective Date, Merging Corporation shall merge with and into Surviving Corporation in accordance with the terms and conditions of this Agreement and the BCA. Thereupon, the separate existence of Merging Corporation shall cease, and Surviving Corporation shall be the corporation surviving the Merger ("Surviving Corporation") and shall continue to exist under and be governed by the BCA, under the Surviving Corporation name, subject to Section 4(d) herein.

2. Filing

As soon as practicable, Merging Corporation and Surviving Corporation shall cause Articles of Merger ("Articles of Merger") to be executed, verified, affirmed, and filed with the Secretary of State of Illinois, to be recorded by Surviving Corporation in the Office of the Recorder of Lake County in the State of Illinois, all in accordance with the provisions of the BCA.

3. Effective Date

The Merger shall be effective as of the date of issuance of the Articles of Merger by the Illinois Secretary of State (herein referred to as the "Effective Date").

4. Articles of Incorporation, Bylaws, Directors, and Officers of Surviving Corporation

At the Effective Date:

(a) The Articles of Incorporation of Surviving Corporation in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in the manner provided by law and in accordance with the requirements of the Articles of Incorporation of the Surviving Corporation.

(b) The Bylaws of Surviving Corporation in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation until thereafter amended in the manner provided by law and in accordance with the requirements of the Articles of Incorporation of the Surviving Corporation and the Bylaws.

(c) The directors and the officers of Surviving Corporation immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation until thereafter changed in the manner provided by law and in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation; in each case the directors and officers shall serve until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation. The Merging Corporation Directors and Officers shall have submitted resignations.

5. Conditions to Each Party's Obligation To Effect the Merger

The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of each of the following conditions:

(a) No preliminary or permanent injunction or other order issued by any federal or state court of competent jurisdiction or by any federal or state or governmental or regulatory authority or body, nor any statute, rule, regulation, or executive order promulgated or enacted by any federal or state or governmental or regulatory authority or body that prevents the consummation of the Merger shall be in effect.

(b) No action or proceeding shall be pending that was instituted by any government or governmental or regulatory authority or body that seeks to prevent or delay the consummation of the Merger or that challenges any of the material terms or provisions of this Agreement.

(c) Except for the filing of the Articles of Merger with the Secretary of State of Illinois in the case of the Merger, all consents, authorizations, approvals, and orders of, and filings and registrations with any federal or state governmental commission, board, or other regulatory body that are required for the consummation of the Merger shall have been obtained or made without the imposition of conditions reasonably deemed unsatisfactory by Surviving Corporation, and the applicable waiting periods under the BCA and the rules and regulations thereunder shall have expired.

(d) This Agreement and the Merger contemplated hereby have been duly adopted by the requisite vote of the holders of the outstanding shares of Merging Corporation and Surviving Corporation Common Stock, respectively, entitled to vote on this Agreement and the Merger, and there have been no dissenting votes.

6. Further Assurances

If at any time after the Effective Date the Surviving Corporation shall deem it necessary or appropriate that any further deeds, assignments, or assurances or any other acts are necessary, proper, or advisable (a) to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of the Constituent Corporations acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Constituent Corporations agree that the Surviving Corporation and its proper officers and directors shall and will execute and deliver all such deeds, assignments, and assurances and do all other acts necessary, proper, or advisable to vest, perfect, or confirm title to the property or right in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and the proper officers and directors of the Constituent Corporations and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Constituent Corporations or otherwise to take any and all such action.

7. Effect of Merger

The Merger shall have the effect specified in the BCA. All the property, real, personal, and mixed, of each of the Constituent Corporations, and all debts due to either of them, shall be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim or judgment against either of the Constituent Corporations may be enforced against the Surviving Corporation.

8. Conversion of Shares

The Surviving Corporation has currently 1000 issued shares. The Merging Corporation has 1250 issued shares. The Shareholders of the Merging Corporation shall receive One Dollar for every 625 shares of the Merging Company. The shares are of no par value. Upon completion of the merger the Surviving Corporation shall have 1000 issued shares and shall cancel the Merging Corporation issued shares and the Merging Corporation shareholders shall have no interest or ownership in the Surviving Corporation.

9. Exchange of Certificates

As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of Merging Corporation Stock shall surrender the certificates to Surviving Corporation and shall receive in exchange the consideration stated in Article 8 herein.

10. Basis for Assets and Liabilities

The assets and liabilities of the Merging Corporation, as of the Effective Date of the Merger, shall be transferred to the Surviving Corporation at the amounts carried on the books of the Merging Corporation.

11. Unexchanged Certificates

Until surrendered, each outstanding certificate that, prior to the Effective Date, represented Merging Corporation Common Stock shall be deemed for all purposes, other than the payment of dividends or other distributions, to evidence ownership of the whole number of shares of Surviving Corporation Common Stock into which it was converted, and no dividend or other distribution payable to holders of Surviving Corporation Common Stock as of any date

subsequent to the Effective Date shall be paid to the holders of outstanding certificates theretofore representing shares of Surviving Corporation Common Stock; provided, however, that upon surrender and exchange of such outstanding certificates there shall be paid to the record holders of the certificates issued in exchange therefor the amount, without interest thereon, of dividends and other distributions that would have been payable with respect to the shares of Surviving Corporation Common Stock represented thereby.

12. Shareholder Approval

Each of the Constituent Corporations represents and warrants that there are no shareholders of either corporation who voted against this Merger and that it has been unanimously approved.

13. Expenses of Merger

The Surviving Corporation shall pay all expenses pertaining to the implementation of the Merger.

14. Service of Process

Merging Corporation agrees and consents to the service of process upon it may be on the Surviving Corporation.

IN WITNESS HEREOF, the parties have caused this Plan of Merger to be executed as of the date first above written.

Survivor Corporation
ADOLPH KIEFER & ASSOCIATES,
INC., an Illinois corporation

ATTEST:

Shelley B. Kiefer
Shelley Kiefer, Secretary

By: Adolph Kiefer
Adolph Kiefer, President

Merging Corporation
KIEFER POOL EQUIPMENT CO., an
Illinois corporation

ATTEST:

Shelley B. Kiefer
Shelley Kiefer, Secretary

By: Jack Kiefer
Jack Kiefer, President

STATE OF ILLINOIS

Office of the Secretary of State

I hereby certify that this is a true and correct copy, consisting of 7 pages, as taken from the original on file in this office.



Jesse White

JESSE WHITE
SECRETARY OF STATE

DATED: FEB 14 2003

BY: *M. Taylor*

Form **BCA-11.25**

(Rev. Jan. 1999)

Jesse White
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-6961
 http://www.sos.state.il.us

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 involves more than 2
 corporations, \$50 for each additional
 corporation.

ARTICLES OF MERGER CONSOLIDATION OR EXCHANGE

File #

5281-489-8

FILED PAID

DEC 26 2002

JESSE WHITE
 SECRETARY OF STATE

SUBMIT IN DUPLICATEThis space for use by
 Secretary of State

Filing Fee \$

100⁰⁰Approved: 

CP0730711

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

Name of Corporation

State or Country
 of IncorporationCorporation
 File NumberAdolph Kiefer & Associates, IncIllinois5281489Kiefer Pool Equipment Co.Illinois51004159

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

3. (a) Name of the ~~new~~ ^{surviving} corporation: Adolph Kiefer & Associates, Inc
~~acquiring~~

(b) It shall be governed by the laws of: Illinois

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

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

The shareholders of Kiefer Pool Equipment Co. shall transfer and exchange all of the issued shares for the amount of \$1.00 for each 625 issued shares (there being a total of 1250 issued shares) and shall have no interest in 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 _____
(Month & Day) (Year)

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 December 24, 2002
(Month & Day) (Year)

attested by Shelley B Kiefer
(Signature of Secretary or Assistant Secretary)

Shelley Kiefer
(Type or Print Name and Title)

Adolph Kiefer & Associates, Inc.
(Exact Name of Corporation)

by Adolph Kiefer
(Signature of President or Vice President)

Adolph Kiefer
(Type or Print Name and Title)

Dated December 24, 2002
(Month & Day) (Year)

attested by Shelley B Kiefer
(Signature of Secretary or Assistant Secretary)

Shelley Kiefer
(Type or Print Name and Title)

Kiefer Pool Equipment Co.
(Exact Name of Corporation)

by Adolph Kiefer
(Signature of President or Vice President)

Adolph Kiefer
(Type or Print Name and Title)

Dated _____, _____
(Month & Day) (Year)

attested by _____
(Signature of Secretary or Assistant Secretary)

(Type or Print Name and Title)

(Exact Name of Corporation)

by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

C-195.8