

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/08/2006

**CONVEYING PARTY DATA**

Name	Execution Date
Essex Technology Inc.	06/08/2006

**RECEIVING PARTY DATA**

Name:	Essex Group, Inc.
Street Address:	150 Interstate North Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	4938428

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404/572-4600  
 Email: mblair@kslaw.com  
 Correspondent Name: King & Spalding LLP  
 Address Line 1: 1180 Peachtree Street, NE  
 Address Line 2: Intellectual Property Dept. - Patents  
 Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	13291.105001.3411.4938428
NAME OF SUBMITTER:	Minikia D. Blair, Paralegal

Total Attachments: 10  
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# *Michigan Department of Labor & Economic Growth*

## *Filing Endorsement*

*This is to Certify that the MERGER DOCUMENT*

*for*

*ESSEX GROUP, INC.*

*ID NUMBER: 056985*

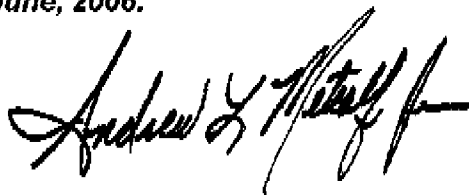
*received by facsimile transmission on June 12, 2006 is hereby endorsed*

*Filed on June 13, 2006 by the Administrator.*

*The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.*



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13TH day of June, 2006.*



*, Director*

*Bureau of Commercial Services*

Sent by Facsimile Transmission 06164

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PCS/CO-5M (Rev. 12/06)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name	Barbara L. Blackford	
Address	150 Interstate North Parkway	
City	State	Zip Code
Atlanta	GA	30339
EFFECTIVE DATE: Expiration date for new assumed names: December 31, Expiration date for transferred assumed names appear in Form 5		

Document will be returned in the name and address you enter above. If left blank document will be mailed to the registered office.

### CERTIFICATE OF MERGER

For use by Parent and Subsidiary Profit Corporations  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 294, Public Acts of 1972, the undersigned corporation executes the following Certificate:

1. a. The name of each constituent corporation and its identification number is:

Essex Group, Inc. (a Michigan corporation)	35-1313928
Essex Technology Inc. (a Delaware corporation)	61-0985082

b. The name of the surviving corporation and its identification number is:

Essex Group, Inc. (a Michigan corporation)	35-1313928
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c. For each subsidiary corporation, state:

Name of corporation	Number of outstanding shares in each class	Number of shares owned by the parent corporation in each class
Essex Technology Inc.	100 shares of common stock	100 shares of common stock

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d. The manner and basis of converting the shares of each constituent corporation is: outlined in Articles I, II and III of the Plan and Agreement of Merger of Essex Group, Inc. and Essex Technology Inc. dated June 8, 2006, attached to this Certificate as Exhibit A (the "Plan").

e. The amendments to the Articles or a Restatement of the Articles of Incorporation of the surviving corporation to be effected by the merger are as follows:  
 The Articles of Incorporation of Essex Group, Inc., as now in force and effect, shall continue to be the Articles of Incorporation of the surviving corporation until amended and changed pursuant to the provisions.

f. Other provisions with respect to the merger are included in the attached Plan.

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2. The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

3. (Delete if not applicable) N/A  
The consent to the merger by the shareholders of the subsidiary corporation was obtained pursuant to its Articles of Incorporation. (Such consent is necessary if the Articles of Incorporation require approval of the merger by the vote of the holders of more than the percentage of the shares owned by the parent corporation.)

4. (Delete if not applicable) N/A  
The consent to the merger by the shareholders of the parent corporation was obtained. (Such consent is necessary if its Articles of Incorporation require shareholder approval of the merger, the plan of merger amends its Articles of Incorporation, or a subsidiary is to be the surviving corporation.)

5. (Complete only if an effective date is desired other than the date of filing)  
The merger shall be effective on the 6 day of \_\_\_\_\_

Signed this 8 day of June 2006

\_\_\_\_\_  
(Name of parent corporation)

By [Signature]  
(Signature of an authorized officer or agent)

David Aldridge  
(Type or Print Name)

**PLAN AND AGREEMENT OF MERGER**

**THIS PLAN AND AGREEMENT OF MERGER** (the "**Agreement**") is made and entered into this 8<sup>th</sup> day of June, 2006, by and between **Essex Group, Inc.**, a Michigan corporation ("**PARENT**"), and **Essex Technology, Inc.**, a Delaware corporation ("**SUB**"), and, together with **PARENT**, the "**Constituent Companies**".

**WITNESSETH:**

**WHEREAS**, **SUB** has authorized common stock consisting of 1000 shares, par value \$.01 per share, of which 1000 shares are issued and outstanding as of the date hereof (the "**SUB Common Stock**");

**WHEREAS**, the **SUB Common Stock** is the only issued and outstanding class of stock of **SUB**;

**WHEREAS**, **PARENT** has authorized common stock consisting of 1000 shares, par value \$.01 per share (the "**PARENT Common Stock**"), of which 100 shares are issued and outstanding as of the date hereof;

**WHEREAS**, the **PARENT Common Stock** is the only issued and outstanding class of stock of **PARENT**;

**WHEREAS**, the Board of Directors and shareholders of **SUB** and the Board of Directors and shareholders of **PARENT** have determined that it is advisable to merge **SUB** with and into **PARENT** and that **PARENT** shall continue as the surviving company on the terms and conditions hereinafter set forth (the "**Merger**") in accordance with the applicable provisions of the laws the State of Michigan;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I**  
**THE MERGER**

**1.1 The Merger.** Subject to and in accordance with the terms and conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3 hereof), **SUB** shall be merged with and into **PARENT**, which shall continue as the surviving company (the "**Surviving Company**") in the Merger, and the separate existence of **SUB** shall thereupon cease. The name of the Surviving Company shall be "Essex Group, Inc.". The Merger shall have the effects set forth in Section 450.1724 of the Michigan Business Corporation Act (the "**MBCA**") and Section 259 of the Delaware General Corporation Law (the "**DGCL**").

**1.2 Michigan Certificate of Merger.** Contemporaneously with the execution of this Agreement, the Surviving Company shall execute a Michigan certificate of merger (the "**Michigan Certificate**") in the form attached hereto as **Exhibit A**, and, as soon as practicable thereafter, the Surviving Company shall file the executed Michigan Certificate with the Secretary of State of the State of Michigan in accordance with Section 450.1735 of the MBCA.

**1.3 Delaware Certificate of Merger.** Contemporaneously with the execution of this Agreement, the Surviving Company shall execute a Delaware certificate of merger (the "**Delaware Certificate**") in the form attached hereto as **Exhibit B**, and, as soon as practicable thereafter, the Surviving Company shall file the executed Delaware Certificate with the Secretary of State of the State of Delaware in accordance with Section 253 of the DGCL.

**1.4 Effective Time.** The Merger shall become effective in Michigan on the 13<sup>th</sup> day of May, 2006 (the "**Effective Time**").

**ARTICLE 2**  
**THE SURVIVING COMPANY**

**2.1 Articles of Incorporation and Bylaws.** The Articles of Incorporation and the Bylaws of PARENT in effect immediately prior to the Effective Time shall be the Articles of Incorporation and the Bylaws of the Surviving Company, unless and until altered, amended or repealed in accordance with applicable law.

**2.2 Officers and Directors.** The officers and directors of PARENT immediately prior to the Effective Time shall be the officers and directors, respectively, of the Surviving Company at and after the Effective Time and shall serve in such capacities until their respective successors are duly elected and qualified or until their earlier death, disability, resignation or removal as provided for in the Articles of Incorporation and the Bylaws of the Surviving Company.

**2.3 Succession by the Surviving Company.** The Surviving Company shall, without further transfer or other action on the part of the Constituent Companies, succeed to and thereafter possess and enjoy all of the rights, privileges, immunities, powers and franchises, of a public as well as a private nature, of each of the Constituent Companies, and be subject to all of the restrictions, disabilities and duties of each of the Constituent Companies, and all property, real, personal and mixed, of, and all debts due to, each of the Constituent Companies on whatever account and all things in actions and all and every other interest of, or belonging to due to, each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the Surviving Company; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of this Merger.

**2.4 Debts.** All rights of creditors and all liens, if any, upon the property of either of the Constituent Companies shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Companies shall become the



responsibility and liability of the Surviving Company, and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

**2.5 Corporate Acts.** All corporate acts, plans, policies, arrangements, approvals and authorizations of SUB, its shareholders, Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Company and shall be effective and binding thereon as the same were with respect to SUB.

**ARTICLE 3**  
**TREATMENT OF SHARES**

**3.1 PARENT Common Stock.** Upon the Effective Date, each share of the PARENT Common Stock issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of shares of common stock of the Surviving Company.

**3.2 SUB Common Stock.** Upon the Effective Date, each share of the SUB Common Stock issued and outstanding immediately prior to the Effective Date shall be automatically canceled.

**ARTICLE 4**  
**TERMINATION**

**4.1 Termination Prior to Effective Time.** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by appropriate action of either SUB or PARENT at any time prior to the Effective Time. In the event of termination and abandonment, this Agreement shall become null and void and have no effect, and there shall be no liability in respect thereof on the part of either of the Constituent Companies or their respective shareholders, directors or officers.

**ARTICLE 5**  
**MISCELLANEOUS**

**5.1 Entire Agreement.** This Agreement constitutes the entire agreement and understanding concerning the subject matter hereof between the parties hereto.

**5.2 Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**5.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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

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**5.5 Expenses of the Merger.** The Surviving Company shall pay all unpaid expenses of carrying this Agreement into effect and accomplishing the Merger.


**5.6 Further Assurances.** If at any time the Surviving Company shall consider or be advised that any further assignment of assurance in law is necessary or desirable to vest in the Surviving Company the title to any property or rights of SUB, the proper officers and directors of SUB shall, and will, execute and make all such proper assignments and assurances in law and otherwise to carry out the purposes of this Agreement, and the proper officers and directors of the Surviving Company are fully authorized in the name of SUB, or otherwise, to take any and all such actions.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

SUB  
Essex Technology, Inc.

By:   
\_\_\_\_\_  
David S. Aldridge  
Vice President, Treasurer and Assistant  
Secretary

PARENT  
Essex Group, Inc.

By:   
\_\_\_\_\_  
David S. Aldridge  
Vice President, Treasurer and Assistant  
Secretary

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**Exhibit A**  
**Michigan Certificate**

Plan and Agreement of Merger

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Exhibit B

**Delaware Certificate**

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Plan and Agreement of Merger

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