

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/01/1991
CONVEYING PARTY DATA	
Name	Execution Date
MICRO POISE HOLDINGS U.S. INC.	05/01/1991
RECEIVING PARTY DATA	
Name:	RANSBURG CORPORATION
Street Address:	ONE NORTH CAPITOL AVENUE
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46204
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5151870
CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-616-5600
Email:	assignments@leydig.com
Correspondent Name:	LYNN A SULLIVAN
Address Line 1:	180 N STETSON AVE SUITE 4900
Address Line 2:	254814/ML
Address Line 4:	CHICAGO, ILLINOIS 60601-6731
ATTORNEY DOCKET NUMBER:	254814/ML
NAME OF SUBMITTER:	LYNN A SULLIVAN
Total Attachments: 10	
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# ARTICLES OF MERGER / SHARE EXCHANGE

State Form 39036 (R / 12-87)

Provided by Evan Bayh, Secretary of State of Indiana

Approved by State Board of Accounts, 1988

Present Original and One Copy - Use 8 1/2" x 11" paper for inserts.

FILING FEE: \$90.00

Indiana Code 23-1-40-1 et. seq.

Secretary of State

State House

Corporations Division

Room 155

Indianapolis, Indiana 46204

(317) 232-6576

## ARTICLES OF MERGER / SHARE EXCHANGE OF

MICRO-POISE HOLDINGS U.S., INC.

INTO

RANSBURG CORPORATION

In accordance with the requirements of the Indiana Business Corporation Law, the undersigned corporations desiring to effect a merger or share exchange, set forth the following facts:

### ARTICLE I - SURVIVING CORPORATION

#### SECTION 1:

The name of the corporation surviving the merger is:

Ransburg Corporation

(designate which) been changed as a result of the merger.

and such name has / has not

#### SECTION 2: (Strike inapplicable section)

- a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Act Incorporated on January 2, 1948.
- ~~b. The surviving corporation is a foreign corporation incorporated under the laws of the State of \_\_\_\_\_ and admitted / not admitted (designate which) to do business in Indiana. If the surviving corporation is qualified to do business in Indiana, state the date of admission: \_\_\_\_\_ (If Application for Admission is filed concurrently herewith, state "Upon approval of Application for Admission").~~
- ~~c. The surviving foreign corporation does not intend to transact business in Indiana.~~

### ARTICLE II - MERGING CORPORATION(S)

The name, state of incorporation and date of incorporation or admission, respectively, of each Indiana domestic corporation and Indiana-qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation

Micro-Poise Holdings U.S., Inc.

State of Domicile

Indiana

Date of Incorporation or qualification in Indiana

December 19, 1988

Name of Corporation

State of Domicile

Date of Incorporation or qualification in Indiana

Name of Corporation

State of Domicile

Date of Incorporation or qualification in Indiana

### ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made apart hereof.

## AGREEMENT OF MERGER

This **AGREEMENT OF MERGER**, dated this 1st day of May, 1991, pursuant to the Indiana Business Corporation Law, entered into between **MICRO-POISE HOLDING U.S., INC.**, an Indiana corporation ("Merging Corporation"), and **RANSBURG CORPORATION**, an Indiana corporation ("Surviving Corporation"). Merging Corporation and Surviving Corporation are the constituent corporations in this Agreement.

## R E C I T A L S

**WHEREAS**, the constituent corporations desire to merge into a single corporation, as hereinafter specified; and

**WHEREAS**, said Surviving Corporation had its certificate of incorporation filed in the office of the Secretary of State of Indiana, January 2, 1948, and has an authorized capital stock consisting of twenty million (20,000,000) shares of common stock, fifteen (\$.15) cents par value, of which capital stock, twenty million (20,000,000) shares of such common stock are now issued and outstanding and such shares shall remain issued and outstanding; and

**WHEREAS**, said Merging Corporation had its certificate of incorporation filed in the office of the Secretary of State of Indiana on December 19, 1988 and has an authorized capital stock consisting of one thousand (1,000) shares with no par value, all of one class, of which capital stock one hundred (100) shares are now issued and outstanding; and

**WHEREAS**, the registered office of said Surviving Corporation in the State of Indiana is located at One North Capitol Avenue in the City of Indianapolis, and the name of its registered agent at such address is C T Corporation System, and the registered office

of Merging Corporation in the State of Indiana is located at One North Capitol Avenue, in the City of Indianapolis, and the name of its registered agent at such address is C T Corporation System.

**NOW, THEREFORE,** the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

**FIRST:** Surviving Corporation hereby merges into itself Merging Corporation, and said Merging Corporation shall be and hereby is merged into Surviving Corporation, which shall be the surviving corporation.

**SECOND:** The Certificate of Incorporation of Ransburg Corporation as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

**THIRD:** The manner of converting the outstanding shares of capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Ransburg Corporation, an Indiana Corporation, owns all of the issued and outstanding shares of Merging Corporation.

(b) Each share of common stock of the Merging Corporation which shall be outstanding on the effective date of this merger, shall be canceled and no longer outstanding.

(c) The shares of the Surviving Corporation outstanding on the effective date of this merger shall not be changed or converted as a result of this merger, but shall remain outstanding as shares of the Surviving Corporation.

**FOURTH:** The terms and conditions of the merger are as follows:

(a) The By-Laws of the Surviving Corporation as they shall exist on the effective date of this merger shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of Indiana. However, for all accounting purposes, the effective date of the merger shall be as of the close of business on May 1, 1991.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Merging Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merging Corporation, respectively. The Merging Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merging Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Merging Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

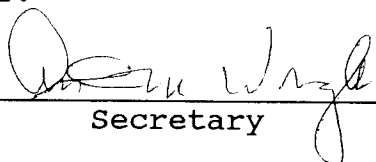
**FIFTH:** Anything herein or elsewhere to the contrary notwithstanding, this agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the date of filing the merger with the Secretary of State. This agreement may be amended by the Board of Directors of the

constituent corporations at any time prior to the date of filing the agreement with the Secretary of State, provided that an amendment made subsequent to the adoption of the agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the agreement, if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

**IN WITNESS WHEREOF**, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party thereto, have caused these presents to be executed by the Vice President and attested by the Secretary or Assistant Secretary of each party hereto as the respective act, deed and agreement of each of said corporations on this 1st day of May, 1991.

**RANSBURG CORPORATION**  
an Indiana corporation  
(the "Surviving Corporation")

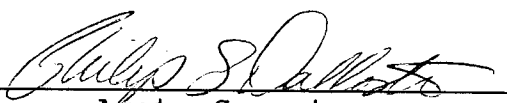
ATTEST:

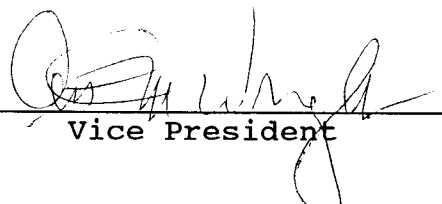
By:   
Secretary

By:   
Vice President

**MICRO-POISE HOLDINGS U.S., INC.**  
an Indiana corporation  
(the "Merging Corporation")

ATTEST:

By:   
Asst. Secretary

By:   
Vice President

194139-102

**AGREEMENT OF MERGER**

**MERGING**

196802-341

**DEVILBISS ELECTRONICS CORPORATION**

**An Ohio Corporation**

APPROVED  
AND  
FILED

**INTO**

194139-102

**RANSBURG CORPORATION**

**An Indiana Corporation**

NOTARY PUBLIC  
STATE OF INDIANA

**AGREEMENT OF MERGER**, dated this 21st day of December 1992, made by and between Ransburg Corporation, a corporation organized and existing under the laws of the State of Indiana, and DeVilbiss Electronics Corporation, a corporation organized and existing under and by virtue of the laws of the State of Ohio.

**WITNESSETH that:**

**WHEREAS** the board of directors of each of said corporations, parties hereto, to the end that greater efficiency and economy in the management of the business carried on by each corporation may be accomplished and in consideration of the mutual agreements of each corporation as set forth herein, do deem it advisable and generally to the advantage and welfare of said corporations and their respective stockholders and shareholders that DeVilbiss Electronics Corporation be merged into Ransburg Corporation and

**WHEREAS**, the Corporation Law of Indiana authorizes the merger of corporations organized under the laws of other states into a corporation organized under the said Corporation Law of Indiana, and Title 17, Chapter 1701 of the Revised Code of Ohio authorizes the merger of a corporation organized under the laws of Ohio into a corporation organized under the laws of another state,

**NOW, THEREFORE**, the corporations, parties to this agreement, have agreed and do hereby agree as follows:

**FIRST:** DeVilbiss Electronics Corporation shall be and hereby is merged into Ransburg Corporation, and said Ransburg Corporation hereby merges into itself said DeVilbiss Electronics Corporation (hereinafter in this agreement referred to as the "disappearing corporation"); said Ransburg Corporation shall be the continuing and surviving corporation (hereinafter in this agreement referred to as the "surviving corporation") and shall be governed by the Corporation Law of the State of Indiana.

**SECOND:** The manner of converting the outstanding shares of capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:



(a) Each share of common stock of the Disappearing Corporation which shall be outstanding on the effective date of this merger, shall be canceled and no longer outstanding.

(b) The shares of the Surviving Corporation outstanding on the effective date of this merger shall not be changed or converted as a result of this merger, but shall remain outstanding as shares of the Surviving Corporation.

**THIRD:** The terms and conditions of the merger are as follows:

(a) The By-Laws of the Surviving Corporation as they shall exist on the effective date of this merger shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of Ohio and Indiana. However, for all accounting purposes, the effective date of the merger shall be as of the close of business on December 31, 1992.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Disappearing Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Disappearing Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Disappearing Corporation respectively. The Disappearing Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Disappearing Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Disappearing Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

**FOURTH:** The principal office of Ransburg Corporation shall be located at 3939 West 56th Street in the City of Indianapolis, State of Indiana.

**FIFTH:** When this Agreement of Merger shall have been approved, signed, and filed as required by the provisions of Title 17, Chapter 1701 of the Revised Code of Ohio and the Corporation Law of Indiana, and upon the effective date of the merger, the separate existence of DeVilbiss Electronics Corporation shall cease, and the said corporations, parties to this agreement shall be merged into the surviving corporation in accordance with this Agreement of Merger.

**SIXTH:** The surviving corporation consents that it may be sued and served with process in the State of Ohio and the surviving corporation hereby irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in Ohio to enforce against the surviving corporation any obligation of the Ohio corporation or to enforce the rights of a dissenting shareholder of DeVilbiss Electronics Corporation, the Ohio corporation.

The principal office of the surviving corporation to which the Secretary of State of Ohio shall forward notice of service of process is c/o Illinois Tool Works Inc., 3600 West Lake Avenue, Glenview, Illinois 60025.

**SEVENTH:** Anything herein or elsewhere to the contrary notwithstanding, this agreement may be abandoned by either party, by appropriate resolution of its Board of Directors at any time prior to the date of filing this Agreement or by mutual consent of the parties by appropriate resolution of their respective Boards of Directors, at any time prior to the effective date of this merger.

**EIGHTH:** The merger shall become effective on the 31st day of December 1992.

**IN WITNESS WHEREOF,** the parties to this agreement have caused this agreement to be executed by the Vice President and Secretary of each of the corporations, by authority of the directors and stockholders of each corporation, as the respective agreement of each of said corporations, on this 21st day of December 1992.

**DEVILBISS ELECTRONICS CORPORATION**


By: 

David B. Smith  
Vice President & Treasurer

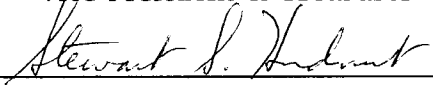
By: 

Stewart S. Hudnut  
Vice President & Secretary

**RANSBURG CORPORATION**

By: 

David B. Smith  
Vice President & Treasurer

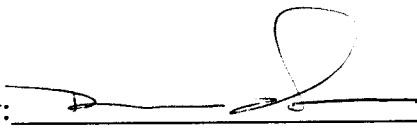
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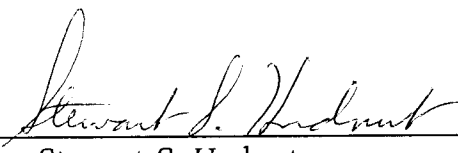
Stewart S. Hudnut  
Vice President & Secretary

## CERTIFICATE OF MERGER


The Agreement of Merger to which this Certificate is attached, after having been first duly approved on behalf of the said corporation by a majority of the directors thereof, as required by the provisions of the Corporation Law of Ohio, was duly submitted to the sole stockholder of said DeVilbiss Electronics Corporation by Unanimous Written Consent of sole stockholder for the purpose of taking action upon the proposed Agreement of Merger. The Agreement of Merger was duly adopted as the act of the stockholders of DeVilbiss Electronics Corporation as the duly adopted Agreement of the said corporation.

### DEVILBISS ELECTRONICS CORPORATION

By:   
David B. Smith  
Vice President & Treasurer

By:   
Stewart S. Hudnut  
Vice President & Secretary

State of Indiana  
Office of the Secretary of State  
I hereby certify that this is a true  
and complete copy of the 9  
page document filed in this office.  
Dated 01/22/2007  
By Melina Mercado  
This stamp replaces our previous  
certification stamp.



*Carl R. Roper*  
Secretary of State