

Form PTO-1595 (Rev. 09/ 04)

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0027 (exp. 6/30/2005)	United States Patent and Trademark Office			
To the Director of the U.S. Patent an 10347	75724 nents or the new address(es) below.			
1. Name of conveying party(ies)/Execution Date(s): ARROW FASTENER CO., INC.	2. Name and address of receiving party(les)			
	POWERSHOT TOOL COMPANY, Name: INC.			
	Internal Address:			
Execution Date(s): December 1, 2003	Street Address:			
Additional name(s) of conveying party(ies) attached? Yes X No	271 MAYHILL STREET			
3. Nature of Conveyance: Assignment X Merger	2/1 MATRICE STREET			
Security Agreement Change of Name	city: SADDLEBROOK			
Government Interest Assignment	State: NEW JERSEY			
Executive Order 9424, Confirmatory License	1			
Other	Country: United States of America Zip: 07663 Additional name(s) & address(es) Yes X No attached:			
A. Patent Application No.(s) 10/633,838 Additional numbers attached?	This document is being filed together with a new application. B. Patent No.(s) Yes X No			
Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
Name: Mayankkumar M. Dixit LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00			
Internal Address: Atty. Dkt.:	Authorized to be charged by credit card			
Street Address: 600 South Avenue West	Authorized to be charged to deposit account Enclosed None required (government interest not affecting title)			
City: Westfield	8. Payment Information			
State: NJ Zip: 07090	a. Credit Card Last 4 Numbers			
Phone Number: (908) 654-5000	Expiration Date			
Fax Number: (908) 654-0415	b. Deposit Account Number 12-1095			
Email Address:	Authorized User Name Mayankkumar M. Dixit			
9. Signature: The 4 Mayarda and Signature	January 7, 2008 Date			
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Mayankkumar M. Dixit - 44,064	Total number of pages including cover 8			

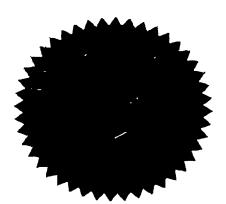
81/1/1986 67865 67865 **87865 DOCKET; MASCO 30-048** \$1,60±632. ×\$1,5€ (16



STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

ARROW FASTENER CO., INC.

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the certificate of merger and correction as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have

hereunto set my hand and affixed my Official Seal at Trenton, this 1st day of March, 2004

U

Iohn F McCormac CPA

John E McCormac, CPA State Treasurer

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UMC-2.3/96

Department of the Treasury
Division of Revenue
Certificate of Merger/Consolidation (Profit Corporation)

State Treasurer

This folin' may be used to record the merger or consolir pursuant to NJSA 14A. Applicants must insure strict or requirements are met. This form is invended to simplify private legal advice before submitting filings to the De-	compliance with the requirements of Su by filing with the Treasurer. Applicants	ite eqvised to sock on; i= lew sud litema mis si; imid	~-· ~_:
1. Type of Filing (check one):	Consolidation 350500		· · · · · · · · · · · · · · · · · · ·
2. Name Of Surviving Business Entity: Arrow Faster	partment of the Treasury, Division of Re Consolidation ner Co., Inc. 1514	•	
3. Name(s)/Jurisdiction(s) Of Each Partloipating Busin			
Name	Jurisdiction	Identification # Assigned by Treasurer (If Applicable)	
Arrow Fasioner Co., Inc.	Now Jersey	And the second of the second o	
Arrow Fastener Co., Inc. PowerShot Tool Company, Inc. 01001426514	Delaware .		
4. Vering: (all corporations involved; attach additional	shoots if necessary)		•
-a Corp. Name	Outstanding Sh. designation of any class or sories of sha Class A 90 Outstanding Sh	class B 2,799-34	
If applicable, use forth the number and	designation of any class or series of sha	ares entitled to vate.	
PowerShot Tool Company, Inc. Corp. Name	Common 13, 183		
If applicable, set forth the number and	designation of any class or series of the	ures entitled to vote.	
	Ymes F	or Votes Against	• • •
Corp. a Arrow Fasience Co., Inc.	100%	-	- -
Corp. b PowerShot Tool Company, Inc.	100%		
Corp. c			
5. Service of Process Address (For use if the surviving	g business ensity is not sutherized or regi	istered by the Treasurer's Office):	
The Trasurere is hereby appointed as agent to accept :	service of process and to forward same to	o the address above.	Ξ.,
6. Effective Date: (if other than filing date; not to e	- temble	Mollin	r
Signature Jerry W Mollien, VP	Jerry W. Moli	ien VP 1 Company, Inc.	
Arroy Fratener Co., Inc.	. Citto	Date	12/1/03
**Remember to atmeb; 1) the plan of merger or conso- authorized domestic or foreign corporation, insure that Certificate for each narticipating corporation,	didation; and 2) if the surviving or result tyou obtain and attack to your filing sub	tion business is not a registered or	
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DEC-11-2003 11:04

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 1, 2003, is made and entored into between Arrow Fastener Co., Inc., a New Jersey corporation (the "Survivor") and PowerShot Tool Company, Inc., a Delaware corporation ("Merging Corporation"), (the Merging Corporation and the Survivor collectively referred to herein as the "Constituent Entities").

- A. The Constituent Entities, in consideration of the mutual agreements of each entity as set forth hereinafter, deem it advisable and generally for the welfare of each entity, that the Merging Corporation merge with and into the Survivor under and pursuant to the terms and conditions set forth herein (the "Merger"), following which the Survivor shall be the surviving entity.
- B. The terms and conditions of the Morger, the mode of carrying the same into effect, the manner of converting with the shares of the Merging Corporation and the shares of the Survivor outstanding immediately prior to the effective time of the Merger, and other pertinent provisions of the Merger, are hereinafter set forth.

ARTICLE I

At the effective time (defined below), in accordance with the provisions of the laws of the State of Michigan, the Merging Corporation shall be merged with and into the Survivor, following which the Survivor shall be the surviving entity. The street address of the Survivor's principal place of business is 271 Mayhill Street, Saddle Brook, New Jersey 07663.

ARTICLE II

The Merger shall become effective on December 31, 2003 at 11:59 p.m. Eastern Standard Time (the "effective time").

ARTICLE III

The Articles of Incorporation of the Surviving Corporation are not to be amended by virtue of the Merger and the name of the Surviving Corporation will remain the same.

ARTICLE IV

The bylaws of the Survivor as they shall exist at the effective time of this Agreement shall be and remain the bylaws of the Survivor until the same shall be altered, amended and repealed as therein provided.

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ARTICLE V

At the effective time, the directors and officers of the Survivor will remain the same. Each director and officer shall hold office until his or her respective successors are elected and qualified as provided by the bylaws of the Survivor.

ARTICLE VI

The designation and number of outstanding shares of stock in Merging Corporation is 1,000,000 shares of common stock, par value \$1.00, each of which shares is entitled to one vote on all matters presented to a vote of the shareholders. At the effective time, each share of capital stock of the Merging Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled without payment of any consideration therefore. Each share of common stock the Survivor, which shall be issued and outstanding at the effective time of this Agreement, shall remain issued and outstanding by virtue of the Merger and without any action on the part of the holder thereof.

ARTICLE VII

At the Effective Time, the separate existence of the Merging Corporation shall cease and all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets and property of every kind and description of the Merging Corporation shall be transferred to, vested in and devolved upon the Survivor without further set or deed and all property, rights, and every other interest of the Survivor and the Merging Corporation, shall as effectively be the property of the Survivor. The Merging Corporation hereby agrees, from time to time, as and when requested by the Survivor 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 action as the Survivor may deem necessary or desirable in order to vest in and confirm to the Survivor title to and possession of any property of the Merging Corporation acquired or to be acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purpose hereof and the proper managers and officers of the Constituent Entities are fully authorized to take any and all such action. This merger is subject to Section 368(a)(1)(A) of the Internal Revenue Code in that it represents a statutory merger (i.e., the merge satisfies the requirements of the controlling state statute).

All rights of creditors and all liens upon the property of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Corporation shall then be attached to the Survivor and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Vice President or each party hereto as the respective act, deed and agreement of said corporation on this 1" day of December 2003.

ARROW FASTENER CO., INC. a New Jersey corporation

> Eugene A. Gargaro, Jr. Vice President and Secretary

POWERSHOT TOOL COMPANY, INC.

a Delaware corporation

Vice President and Secretary

-3-

TOTAL P. 84

01/04/2008 FRI 14:3PATENTNO 5999] 20006

P. 02

C-152 Rev. 3/96



New Jersey Division of Revenue

Certificate of Correction

FEB 20 2004

(For use by Domestic, Foreign, Profit and Nonprofit Corporations)

State Treasure

Check Appropriate Statute:

_ X_ Title 14A:1-6 (S)

New Jersey Business Corporation Act

(File in DUPLICATE)

__ Title 15A:1-7 (e)

New Jersey Nonprofit Corporation Act (File in TRIPLICATE)

CERTIFICATE OF CORRECTION OF:

Corporation Name: Arrow Fastener Co., Inc.

Corporation Number: 1574350500

The undersigned hereby submits for filing a Certificate of Correction executed on behalf of the above named Corporation, pursuant to the provisions of the appropriate Statue, checked above, of the New Jersey Statutes. Certificate of Merger/Consolidation

1. The Conditions to be corrected is:

Date Filed:

December 11, 2003

2. The insocuracy in the Certificate is (Indicate inscouracy or defect): Article # Attached to the Certificate of Merger is an Agreement and Plan of Merger. Under Article VI of this agreement the stock of the Merging Corporation, PowerShot Tool Company, Inc., is improperly stated as 1,000.000 shares.

3. The Certificate hereby reads as follows:

The designation and number of ourstanding shares of stock in Merging Corporation is 14,000 shares, par value \$.01 per share

Signature:

Name: Jecy W

Date:

2/10/04

Title: Vice President

(Must be Chairperson of the Board, President or Vice President)

1574350500

NJ Division of Revenue, PO Box 308, Trenton, NJ 08625

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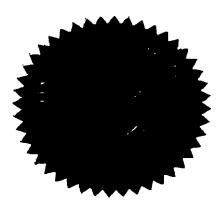
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STATE OF NEW JERSEY DEPARTMENT OF TREASURY FILING CERTIFICATION (CERTIFIED COPY)

ARROW FASTENER CO., INC.

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the certificate of merger and correction as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have

hereunto set my hand and affixed my Official Seal at Trenton, this 1st day of March, 2004

John Comme

John E McCormac, CPA State Treasurer

TOTAL P.08

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RECORDED: 01/11/2008