

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2008
CONVEYING PARTY DATA	
Name	Execution Date
Chemcraft Coating Technology, LLC	12/18/2007
RECEIVING PARTY DATA	
Name:	Chemcraft Holdings Corporation
Street Address:	101 West Friendly Avenue, Suite 400
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5601876
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	ACO3250US
NAME OF SUBMITTER:	Lainie E. Parker
Total Attachments: 1	
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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated this 18th day of December, 2007, between Chemcraft Holdings Corporation, a North Carolina corporation (the "Surviving Entity"), and Chemcraft Coating Technologies, LLC, a North Carolina limited liability company (the "Merged Entity"). WITNESSETH that:

WHEREAS, both of the constituent entities desire to merge into a single one;

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: The Merged Entity shall be and hereby is merged into the Surviving Entity which shall be the surviving entity.

SECOND: The certificate of incorporation of the Surviving Entity shall be in effect on the date of the merger provided for in this Agreement and 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 member interests of the Merged Entity into member interests in the Surviving Entity shall be as follows:


- (a) Each member interest of the Surviving Entity which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.
- (b) The sole stockholder of the Surviving Entity will emerge as the sole stockholder upon the completion of the merger. Accordingly, the issued member interests of the Merged Entity shall not be converted in any manner but each such interest which is issued as of the effective date of the merger shall be surrendered and extinguished.


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

- (a) The bylaws of the Surviving Entity as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the Surviving Entity until the same shall be altered, amended and repealed as therein provided.
- (b) The managers and officers of the Surviving Entity shall continue in office until their successors shall have been elected and qualified.
- (c) This merger shall become effective at 12:03 am. on January 1, 2008.
- (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 Merged Entity shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed, and all property, rights, and every other interest of the Surviving Entity and the Merged Entity shall be as effectively the property of the Surviving Entity as they were of the Surviving Entity and the Merged Entity respectively. The Merged Entity hereby agrees from time to time, as and when requested by the Surviving Entity 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 Entity may deem to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of the Merged Entity 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 managers of the Merged Entity and the proper officers of the Surviving Entity are fully authorized in the name of the Merged Entity 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 Managers of either of the constituent entities at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the governing boards of the constituent entities at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by either the stockholders or the members of the constituent entities shall not (1) alter or change the amount or kind of securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the member interests/units of any class or series thereof of such constituent entity, (2) alter or change any term of the certificate of formation of the Surviving Entity 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 entity.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of managers and each of their sole stockholders have caused these presents to be executed by an officer of each party hereto as the respective act, deed and agreement of said entities on this 18th day of December, 2007.

CHEMCRAFT HOLDINGS CORPORATION  
By:   
Charles S.K. Scudder, Vice President and Secretary

CHEMCRAFT COATING TECHNOLOGIES, LLC  
By:   
Charles S.K. Scudder, Vice President and Secretary

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