

Form PTO-1595 (Rev. 08/08)
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U.S. DEPARTMENT OF COMMERCE
 United States Patent & Trademark Office

**RECORDATION FORM COVER SHEET
 PATENTS ONLY**

Attorney Docket No. **023035.00002**

To the Director of the U.S. Patent and Trademark Office
 Please record the attached documents or the new address(es) below

<p>1. Name of conveying party(ies) MEYER PRODUCTS, INC.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: MEYER PRODUCTS LLC</p> <p>Internal Address:</p> <p>Street Address: 18513 Euclid Avenue</p> <p>City: Cleveland State: OH</p> <p>Country: Zip: 44112</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>										
<p>3. Nature of conveyance/Execution Date(s): Execution Date(s): January 1, 2005</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Assignment</td> <td><input checked="" type="checkbox"/> Merger</td> </tr> <tr> <td><input type="checkbox"/> Government Interest Assignment</td> <td><input type="checkbox"/> Change of Name</td> </tr> <tr> <td><input type="checkbox"/> Joint Research Agreement</td> <td><input type="checkbox"/> Security Agreement</td> </tr> <tr> <td><input type="checkbox"/> Executive Order 9424, Confirmatory License</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td></td> </tr> </table>		<input type="checkbox"/> Assignment	<input checked="" type="checkbox"/> Merger	<input type="checkbox"/> Government Interest Assignment	<input type="checkbox"/> Change of Name	<input type="checkbox"/> Joint Research Agreement	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Executive Order 9424, Confirmatory License		<input type="checkbox"/> Other _____	
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<input type="checkbox"/> Other _____											

<p>4. Application or patent number(s):</p> <p>A. Patent Application No.(s)</p>	<p><input type="checkbox"/> This document is being filed together with a new application.</p> <p>B. Patent No.(s) 6,138,388</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: Squire Sanders & Dempsey L.L.P.</p> <p>Internal Address:</p> <p>Street Address: 8000 Towers Crescent Drive, 14th Floor City: Vienna State: Virginia Zip: 22182-6212 Phone Number: (703) 720-7800 Fax Number: (703) 720-7802 Email Address: ipgeneraltyc@ssd.com</p>	<p>6. Total number of applications and patents involved: One</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41)..... \$ 40.00</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed. Check No. _____ <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information Deposit Account Number: 50-2222 Authorized User Name: Douglas H. Goldhush</p>
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<p>9. Signature: _____</p> <p style="text-align: center;">Signature</p> <p>Douglas H. Goldhush, Reg. No. 33125</p> <p>Name of Person Signing</p>	<p style="text-align: center;">Date</p> <p style="text-align: center;">March 16, 2010</p>
<p>Total number of pages including cover sheet, attachments, and documents: 4</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 502222 6138388

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is made as of the 1st day of January, 2005 by and between Meyer Products, Inc., an Ohio corporation ("Meyer Inc."), and Meyer Products LLC, an Ohio limited liability company ("Meyer LLC," and, together with Meyer Inc., the "Constituent Entities").

WITNESSETH:

WHEREAS, Meyer Inc. is a corporation duly organized and existing under the laws of the State of Ohio;

WHEREAS, Meyer LLC is a limited liability company duly organized and existing under the laws of the State of Ohio;

WHEREAS, following the merger of The Louis Berkman Winter Products Company, an Ohio corporation, with and into Louis Berkman Winter Products Company LLC ("Winter Products LLC"), Winter Products LLC owns all of the issued and outstanding common shares of Meyer Inc., consisting of fifty (50) common shares, without par value;

WHEREAS, Winter Products LLC owns one hundred percent (100%) of the limited liability company membership interests in Meyer LLC (the "Membership Interest");

WHEREAS, the Board of Directors of Winter Products LLC has deemed it desirable that Meyer Inc. be merged with and into Meyer LLC, with Meyer LLC to be the surviving entity, and has approved and adopted this Agreement;

WHEREAS, the Board of Directors of Meyer Inc. has deemed it desirable and in the best interests of Meyer Inc. that Meyer Inc. be merged with and into Meyer LLC, with Meyer LLC to be the surviving entity, and has approved and adopted this Agreement; and

WHEREAS, the Board of Directors of Meyer LLC has deemed it desirable and in the best interest of Meyer LLC that Meyer Inc. be merged with and into Meyer LLC, with Meyer LLC to be the surviving entity, and has approved and adopted this Agreement.

NOW, THEREFORE, it is agreed as follows:

Section 1

Terms

1.1 On the Effective Date (as hereinafter defined), Meyer Inc. shall be merged with and into Meyer LLC, with Meyer LLC to be the surviving entity.

1.2 Upon the Effective Date:

(a) The issued and outstanding common shares, without par value, of Meyer Inc. shall be canceled and all rights in respect thereof shall cease, and no portion of the Membership Interest of Meyer LLC shall be issued in exchange therefor; and

(b) The Membership Interest of Meyer LLC shall be unchanged and the Membership Interest shall continue to represent one hundred percent of the membership interest of Meyer LLC, as the surviving entity.

Section 2

Effective Date

2.1 If this Agreement is not terminated as contemplated by Section 4, a certificate executed in accordance with the laws of Ohio (the "Certificate") shall be filed with the Secretary of State of the State of Ohio. The merger shall become effective at 12:01 a.m. on January 1, 2005 (the "Effective Date").

Section 3

Articles of Incorporation and Regulations

3.1 The Articles of Organization of Meyer LLC in effect on the Effective Date shall be the Articles of Organization of Meyer LLC, as the surviving entity, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

3.2 The Declaration of Affairs of Meyer LLC in effect on the Effective Date shall be the Declaration of Affairs of Meyer LLC, as the surviving entity, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

Section 4

Miscellaneous

4.1 Amendment. This Agreement may be amended by the written agreement of the Constituent Entities, to the extent permitted by law, at any time prior to the filing of the Certificate as provided in Section 2.1.

4.2 Termination. This Agreement may be terminated by the Board of Directors of either of the Constituent Entities at any time prior to the filing of the Ohio Certificate as provided in Section 2.1.

4.3 Reformation and Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to retain most nearly the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

4.4 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, Meyer Inc. and Meyer LLC have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Meyer Products, Inc.

By: Scott W. Stevens
Name: Scott W. Stevens
Title: Treasurer

Meyer Products LLC

By: Scott W. Stevens
Name: Scott W. Stevens
Title: Treasurer