

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/30/2008
CONVEYING PARTY DATA	
Name	Execution Date
SRAM Corporation	09/30/2008
RECEIVING PARTY DATA	
Name:	SRAM, LLC
Street Address:	1333 North Kingsbury Street, 4th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60622
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13324868
CORRESPONDENCE DATA	
Fax Number:	(303)268-0065
Phone:	303-268-0066
Email:	firm@sbiplaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Swanson & Bratschun, L.L.C.
Address Line 1:	8210 Southpark Terrace
Address Line 4:	Littleton, COLORADO 80120
ATTORNEY DOCKET NUMBER:	0007.18-3/C8
NAME OF SUBMITTER:	Thomas D. Bratschun
Total Attachments: 11 source=Assignment - Certificate of Merger#page1.tif source=Assignment - Certificate of Merger#page2.tif	

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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SRAM CORPORATION", AN ILLINOIS CORPORATION,

WITH AND INTO "SRAM, LLC" UNDER THE NAME OF "SRAM, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 2008, AT 8:52 O'CLOCK A.M.

4586575 8100M

080997676

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6883546

DATE: 09-30-08

PATENT
REEL: 027488 FRAME: 0260

CERTIFICATE OF MERGER

The undersigned SRAM, LLC, a Delaware limited liability company, DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of domicile formation or organization of each of the constituent entities are as follows:

Name	Jurisdiction of Domicile, Formation or Organization
SRAM Corporation	Illinois
SRAM, LLC	Delaware

SECOND: The Agreement and Plan of Merger, dated as of September 28, 2008, between SRAM Corporation and SRAM, LLC has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 18-209 of the Delaware Limited Liability Company Act, and Section 5/11.39 of the Illinois Business Corporation Act of 1983.

THIRD: The name of the surviving limited liability company is SRAM, LLC (the "Surviving LLC").

FOURTH: The certificate of formation of SRAM, LLC in effect immediately prior to the merger shall be the certificate of formation of the Surviving LLC.

FIFTH: The merger is to become effective upon the filing of this Certificate of Merger with the Delaware Secretary of State.

SIXTH: The executed Agreement and Plan of Merger is on file at the office of the Surviving LLC at 1333 N. Kingsbury, 4th Floor, Chicago, Illinois 60622.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving LLC, on request and without cost, to any member of the limited liability company or any shareholder of the corporation.

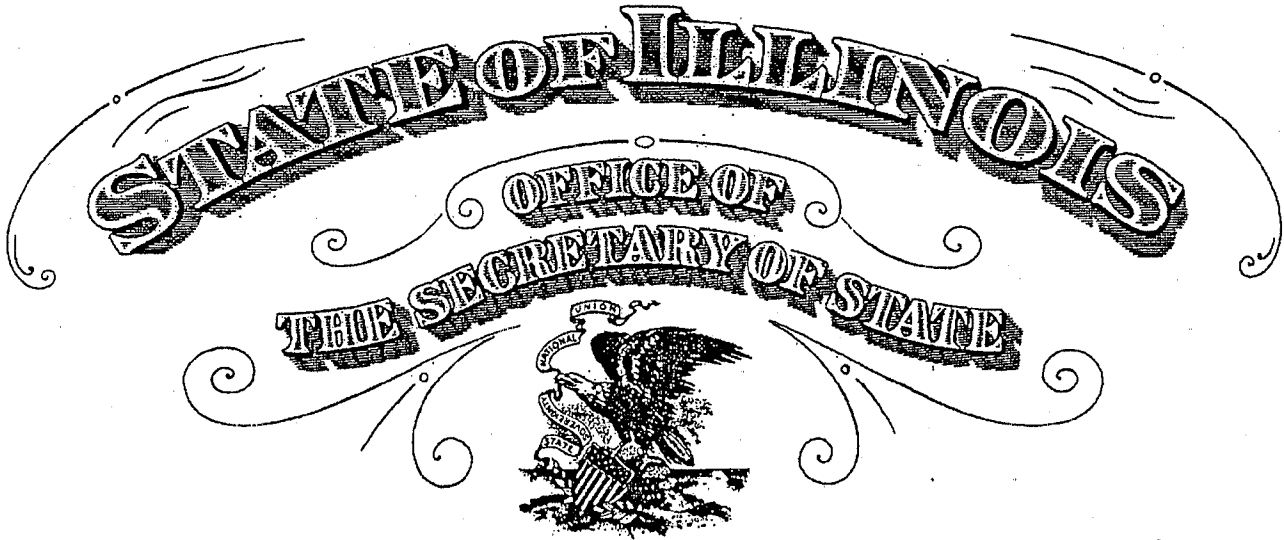
IN WITNESS WHEREOF, Surviving LLC has caused this certificate to be signed by a duly authorized officer on this 30th day of September, 2008.

SRAM, LLC

By: 

Name: Stanley R. Day, Jr.

Title: Chief Executive Officer



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE
AND CORRECT COPY, CONSISTING OF 7 PAGES, AS TAKEN FROM THE ORIGINAL
ON FILE IN THIS OFFICE FOR SRAM CORPORATION.*****



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of SEPTEMBER A.D. 2008*

Jesse White

SECRETARY OF STATE

Authentication #: 0827400603

Authenticate at: <http://www.cyberdriveillinois.com>

FORM BCA 11.39 (rev. Dec 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
Business Corporation Act

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-6961
www.cyberdrivellinois.com

FILED

SEP 30 2008

Remit payment in the form of a
check or money order payable
to Secretary of State.

JESSE WHITE
SECRETARY OF STATE

The filing fee is \$100, but if merger
involves more than two corporations,
submit \$50 for each additional corporation.

File #

5480-840-2

Filing Fee: \$

100.00

Approved: lt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
SRAM Corporation	Illinois	54808402
SRAM, LLC	Delaware	

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: SRAM, LLC

b. Corporation or Limited Liability Company shall be governed by the laws of: Delaware

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:

See attached

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (\$11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 (\$11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
SRAM Corporation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated September 30, 2008 SRAM Corporation
Month & Day Year Exact Name of Corporation
B. Benzer
Any Authorized Officer's Signature
Brian Benzer, Secretary
Name and Title (type or print)

Dated _____, _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated September 30, 2008 SRAM, LLC
Month & Day Year Exact Name of Limited Liability Company
B. Benzer
Signature
Brian Benzer, Secretary of SRAM Holdings, LLC, Member
Name and Title (type or print)

Dated _____, _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of September 28, 2008 (this "Agreement"), between SRAM Corporation, an Illinois corporation (the "Corporation"), and SRAM, LLC, a newly formed Delaware limited liability company (the "LLC").

WHEREAS, the LLC and the Corporation are both wholly-owned by SRAM Holdings, LLC ("Holdings");

WHEREAS, SRAM-SP2, Inc., the owner of all of the membership interests in Holdings, has elected to be classified as an S corporation for federal income tax purposes and has elected to have the Corporation be classified as a qualified subchapter S subsidiary for federal income tax purposes;

WHEREAS, the LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Corporation by means of a merger of the Corporation with and into the LLC with the LLC being the surviving entity;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.* (the "LLC Act"), and Section 5/11.39 of the Illinois Business Corporation Act of 1983, 805 ILCS 5/1.01, *et seq.* (the "IBCA"), authorize the merger of an Illinois corporation with and into a Delaware limited liability company;

WHEREAS, the Corporation's Articles of Incorporation and Bylaws permit, and resolutions adopted by the Corporation's Board of Directors authorize, this Agreement and the consummation of the Merger (as defined below); and

WHEREAS, this Agreement and the Merger has been authorized in accordance with the LLC Act and with the limited liability company agreement of the LLC.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. After satisfaction or waiver of all conditions to the Merger as the Corporation and the LLC shall determine, the Corporation shall merge with and into the LLC (the "Merger"), with the LLC being the surviving entity (the "Surviving LLC"), in accordance with Section 18-209 of the Delaware Act and Section 5/11.39 of the IBCA. To effect the Merger, the LLC shall file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware (the "DSOS") and articles of merger with the Secretary of State of the State of Illinois (the "ISOS") and make all other filings or recordings required by law in connection with the Merger. The Merger shall become effective upon the filing of the Certificate of Merger with the DSOS and the articles of merger with the ISOS (the "Effective Time").

1.2 Cancellation of Stock; Conversion of Interests. At the Effective Time:

(a) Each share of capital stock of the 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, be canceled and no consideration shall be issued in respect thereof; and

- (b) Each limited liability company interest in the LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

ARTICLE II THE SURVIVING LIMITED LIABILITY COMPANY

2.1 Certificate of Formation and Limited Liability Company Agreement. The certificate of formation and limited liability company agreement of the LLC in effect immediately prior to the Effective Time shall be the certificate of formation and limited liability company agreement of the Surviving LLC unless and until amended in accordance with their terms and applicable law, and the name of the Surviving LLC shall remain SRAM, LLC.

2.2 Assets and Liabilities. At the Effective Time, the LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Corporation, and all of the assets and property of whatever kind and character of the Corporation shall vest in the Surviving LLC without further act or deed and shall be the assets and property of the Surviving LLC; thereafter, the LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Corporation, and any claim or judgment against the Corporation may be enforced against the LLC, as the Surviving LLC, in accordance with applicable law.

ARTICLE III CONDITIONS TO THE MERGER

3.1 Conditions to the Obligations of Each Party. The obligations of the LLC and the Corporation to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time:

- (a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;
- (b) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained; and
- (c) this Agreement shall have been adopted by the holders of at least two-thirds of the outstanding shares of the Corporation entitled to vote thereon in accordance with the requirements of the IBCA and the Certificate of Incorporation and Bylaws of the Corporation.

ARTICLE IV TERMINATION

4.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (a) by mutual written consent of the LLC and the Board of Directors of the Corporation; or
- (b) by either the LLC or the Board of Directors of the Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any

judgment, injunction, order or decree enjoining the Corporation or the LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

4.2 Effect of Termination. If this Agreement is terminated pursuant to Section 4.1, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V MISCELLANEOUS

5.1 Amendments. Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the LLC and by the Corporation.

5.2 Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Corporation and the LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Corporation and the LLC with respect to the subject matter hereof.

5.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance the laws of the State of Delaware, without regard to principles of conflict of laws.

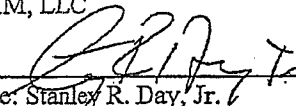
5.5 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5.6 Copy of Agreement. This Agreement will remain on file at the office of the Surviving LLC at 1333 N. Kingsbury, 4th Floor, Chicago, Illinois 60622. A copy of this Agreement will be furnished by the Surviving LLC, on request and without cost, to any member of the LLC or any shareholder of the Corporation.

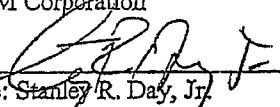
[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

SRAM, LLC

By: 
Name: Stanley R. Day, Jr.
Title: Chief Executive Officer

SRAM Corporation

By: 
Name: Stanley R. Day, Jr.
Title: Chief Executive Officer