

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2009
CONVEYING PARTY DATA	
Name	Execution Date
Karcher Floor Care, Inc.	01/01/2009
RECEIVING PARTY DATA	
Name:	Karcher North America, Inc.
Street Address:	1351 West Stanford Avenue
City:	Englewood
State/Country:	COLORADO
Postal Code:	80110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12511704
CORRESPONDENCE DATA	
Fax Number:	3038630223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3038639700
Email:	gbovenkamp@sheridanross.com
Correspondent Name:	Sheridan Ross P.C.
Address Line 1:	1560 Broadway
Address Line 2:	Suite 1200
Address Line 4:	Denver, COLORADO 80202-5141
ATTORNEY DOCKET NUMBER:	2651-406
NAME OF SUBMITTER:	Craig W. Mueller
Total Attachments: 9 source=KFCI MERGER WITH KRSI UNDER KNAI#page1.tif source=KFCI MERGER WITH KRSI UNDER KNAI#page2.tif	

CH \$40.00 12511704

source=KFCI MERGER WITH KRSI UNDER KNAI#page3.tif
source=KFCI MERGER WITH KRSI UNDER KNAI#page4.tif
source=KFCI MERGER WITH KRSI UNDER KNAI#page5.tif
source=KFCI MERGER WITH KRSI UNDER KNAI#page6.tif
source=KFCI MERGER WITH KRSI UNDER KNAI#page7.tif
source=KFCI MERGER WITH KRSI UNDER KNAI#page8.tif
source=KFCI MERGER WITH KRSI UNDER KNAI#page9.tif

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, 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:

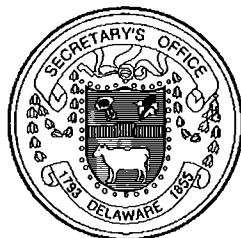
"KARCHER FLOOR CARE, INC.", A DELAWARE CORPORATION,
WITH AND INTO "KARCHER RESIDENTIAL SOLUTIONS, INC." UNDER
THE NAME OF "KARCHER NORTH AMERICA, INC.", A CORPORATION
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF
DECEMBER, A.D. 2008, AT 1:07 O'CLOCK P.M.

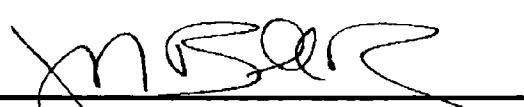
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY,
A.D. 2009, AT 12:01 O'CLOCK A.M.

0941776 8100M

090091372

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7123060

DATE: 02-06-09

PATENT
REEL: 029165 FRAME: 0770

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:07 PM 12/31/2008
FILED 01:07 PM 12/31/2008
SRV 081244289 - 0941776 FILE

CERTIFICATE OF MERGER

OF

KÄRCHER FLOOR CARE, INC.,

(a Delaware corporation)

WITH AND INTO

KÄRCHER RESIDENTIAL SOLUTIONS, INC.,

(a Delaware corporation)

Pursuant to Title 8, Section 251 of the Delaware General Corporation Law, the undersigned hereby certify that:

1. The constituent entities participating in the merger herein certified (the "Merger") are:

(a) Kärcher Floor Care, Inc., which is a corporation incorporated under the laws of the State of Delaware; and

(b) Kärcher Residential Solutions, Inc., which is a corporation incorporated under the laws of the State of Delaware.

2. An Agreement and Plan of Merger (a copy of which is attached hereto as Exhibit A) has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with the provisions of Section 251 of the Delaware General Corporation Law.

3. The name of the corporation surviving the Merger (the "Surviving Corporation") is Kärcher Residential Solutions, Inc. Upon the effectiveness of the Merger, in accordance with the Agreement and Plan of Merger, the name of the Surviving Corporation shall be Kärcher North America, Inc. as more fully set forth in the following Paragraph 4.

4. The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation, *provided, however*, that the following amendment to such Certificate of Incorporation shall be effected by the Merger, namely that the first article thereof shall be struck out in its entirety and the following new first article shall be substituted in lieu of said article:

"FIRST. -- The name of the Corporation is Kärcher North America, Inc. (the "Corporation")."

5. The Merger is to become effective on January 1, 2009 at 12:01 AM Eastern Standard Time.

DM3:609184.2

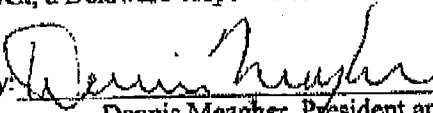
6. The executed Agreement and Plan of Merger among the aforesaid constituent entities is on file at the place of business of the aforesaid Surviving Corporation, the address of which is as follows:

5001-B South Zuni Street
Littleton, Colorado 80120

7. A copy of the executed Agreement and Plan of Merger will be furnished by the aforesaid Surviving Corporation, on request, and without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed on this 31st day of December, 2008.

**KÄRCHER RESIDENTIAL SOLUTIONS,
INC.**, a Delaware corporation

By: 
Dennis Meagher, President and Chief
Executive Officer

KÄRCHER FLOOR CARE, INC., a Delaware
corporation


By: 
Dennis Meagher, President and Chief
Executive Officer

Exhibit A

PLAN AND AGREEMENT OF MERGER

OF

KÄRCHER FLOOR CARE, INC.
(a Delaware corporation)

WITH AND INTO

KÄRCHER RESIDENTIAL SOLUTIONS, INC.
(a Delaware corporation)

This Plan and Agreement of Merger (this "Agreement"), dated as of December 31, 2008 is entered into by and between Kärcher Floor Care, Inc., a Delaware corporation ("KFCI") and Kärcher Residential Solutions, Inc., a Delaware corporation ("KRS").

BACKGROUND

WHEREAS, KFCI is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, KRS is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, The Board of Directors of KFCI and the Board of Directors of KRS deem it desirable and in the best interests of their respective entities that KFCI be merged with and into KRS (the "Merger") upon the terms and conditions hereinafter set forth, all in accordance with the applicable provisions of the Delaware General Corporation Law (the "DGCL"); and

WHEREAS, The sole stockholder of KRS has approved the Merger; and

WHEREAS, The sole stockholder of KFCI has approved the Merger,

NOW THEREFORE, in consideration of the foregoing, and in further consideration of the promises and mutual covenants and agreements herein set forth, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The Merger.

1.1 At the Effective Time (as defined in Section 2) and subject to and upon the terms and conditions of this Agreement and the DGCL: (a) KFCI shall be merged with and into KRS; (b) the shares of capital stock of KFCI shall be cancelled without any conversion or exchange into shares of KRS or other consideration; (c) the separate existence of KFCI shall cease; and (d)

DM3\869399.2

KRS shall continue as the surviving corporation. As the surviving corporation after the Merger KRS is sometimes hereinafter referred to as the "Surviving Corporation."

1.2 Any duly elected and incumbent officer of KRS shall execute and file a Certificate of Merger with the Secretary of State of the State of Delaware.

2. Effective Time. The effective time of the Merger shall be 12:01 AM Eastern Standard Time on January 1, 2009 (the "Effective Time").

3. Effect of the Merger.

3.1 The Merger shall have the effects set forth in Section 251 of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of KFCI shall vest in the Surviving Corporation, and all debts, liabilities and duties of KFCI shall become the debts, liabilities and duties of the Surviving Corporation.

3.2 From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of KFCI such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by the Surviving Corporation the title to and possession of all of the properties, rights, privileges, powers and franchises of KFCI and otherwise to carry out the purposes of this Agreement, and the duly elected and incumbent officers of the Surviving Corporation are fully authorized in the name and on behalf of KFCI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments in connection therewith.

4. Certificate of Incorporation. The Certificate of Incorporation of KRS, as in effect immediately before the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation *provided, however*, that the following amendment to such Certificate of Incorporation shall be effected by the Merger, namely the first article thereof shall be struck out in its entirety and the following new first article shall be substituted in lieu of said article:

"FIRST. - The name of the Corporation is Kärcher North America, Inc. (the "Corporation")."

5. By-Laws and Directors and Officers.

5.1 The By-Laws of KRS, as in effect immediately before the Effective Time, shall be the By-Laws of the Surviving Corporation until thereafter amended as provided by the DGCL, the Certificate of Incorporation of the Surviving Corporation and such By-Laws.

5.2 The Board of Directors of KRS immediately before the Effective Time shall be the Board of Directors of the Surviving Corporation, and the officers of KRS in office immediately before the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their successors are duly elected or appointed. If, at the Effective Time, a

vacancy shall exist on the Board of Directors of the Surviving Corporation or in any office of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by the DGCL and the By-Laws of the Surviving Corporation.

6. Capital Stock. Each share of capital stock of KRS issued and outstanding immediately before the Effective Time shall remain issued and outstanding and shall be unaffected by the Merger.

7. Miscellaneous.

7.1 This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by either of KFCI or KRS.

7.2 This Agreement may be amended at any time prior to the Effective Time by an agreement in writing by KFCI and KRS.

7.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 This Agreement shall be interpreted in accordance with the substantive laws of the State of Delaware, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

KÄRCHER FLOOR CARE, INC.

By: 

Name: Dennis Meagher

Title: President and Chief Executive Officer

KÄRCHER RESIDENTIAL SOLUTIONS, INC.

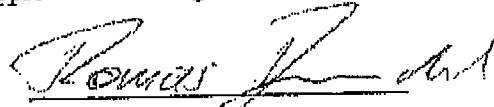
By: 

Name: Dennis Meagher

Title: President and Chief Executive Officer

The undersigned, Thomas Brendel, hereby certifies that he is the duly elected and incumbent Secretary of Kärcher Residential Solutions, Inc. (the "Company"), a Delaware corporation, and that he is authorized by the Company to execute and deliver this Certificate on behalf of the Company. Under such authority and in such capacity as Secretary of the Company, the undersigned further certifies as follows:

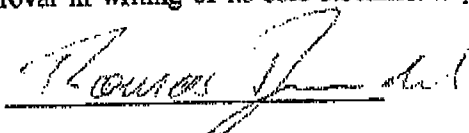
The Plan and Agreement of Merger to which this Certificate is attached has been adopted by a unanimous written action of the Company's Board of Directors pursuant to Sections 141(f) and 251(b) of the DGCL and with the approval in writing of its sole stockholder pursuant to Sections 228 and 251(c) of the DGCL.



Name: Thomas Brendel
Secretary of Kärcher Residential Solutions, Inc.

The undersigned, Thomas Brendel, hereby certifies that he is the duly elected and incumbent Secretary of Kärcher Floor Care, Inc. (the "Company"), a Delaware corporation, and that he is authorized by the Company to execute and deliver this Certificate on behalf of the Company. Under such authority and in such capacity as Secretary of the Company, the undersigned further certifies as follows:

The Plan and Agreement of Merger to which this Certificate is attached has been adopted by a unanimous written action of the Company's Board of Directors pursuant to Sections 141(f) and 251(b) of the DGCL and with the approval in writing of its sole stockholder pursuant to Sections 228 and 251(c) of the DGCL.



Name: Thomas Brendel
Secretary of Kärcher Floor Care, Inc.