

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2718666

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	MERGER				
EFFECTIVE DATE:	01/03/2014				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>ALUMINUM LADDER COMPANY</td> <td>12/30/2013</td> </tr> </tbody> </table>		Name	Execution Date	ALUMINUM LADDER COMPANY	12/30/2013
Name	Execution Date				
ALUMINUM LADDER COMPANY	12/30/2013				
RECEIVING PARTY DATA					
Name:	CARBIS HOLDINGS, INC.				
Street Address:	1430 W. DARLINGTON STREET				
City:	FLORENCE				
State/Country:	SOUTH CAROLINA				
Postal Code:	29501				
PROPERTY NUMBERS Total: 23					
Property Type	Number				
Patent Number:	6085867				
Patent Number:	6502709				
Patent Number:	6405831				
Patent Number:	6390152				
Patent Number:	6502267				
Patent Number:	6527081				
Patent Number:	6722489				
Patent Number:	6814522				
Patent Number:	6772860				
Patent Number:	6923140				
Patent Number:	7140467				
Patent Number:	7448470				
Patent Number:	7216741				
Patent Number:	7832525				

PATENT

Patent Number:	7802652
Patent Number:	7798344
Patent Number:	8051951
Patent Number:	8015647
Patent Number:	8403109
Patent Number:	8479882
Patent Number:	8573607
Patent Number:	8479844
Patent Number:	8499889

CORRESPONDENCE DATA

Fax Number: (864)240-3300
 Phone: 8642403246
 Email: bhickey@hsblawfirm.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: BRYAN FRANCIS HICKEY
 Address Line 1: ONE NORTH MAIN ST.
 Address Line 2: 2D FLOOR
 Address Line 4: GREENVILLE, SOUTH CAROLINA 29601

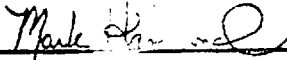
ATTORNEY DOCKET NUMBER:	37598-2
NAME OF SUBMITTER:	BRYAN F. HICKEY
Signature:	/Bryan F. Hickey, Reg. No. 28,386/
Date:	02/07/2014

Total Attachments: 10

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CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

JAN 21 2014



SECRETARY OF STATE OF SOUTH CAROLINA

140103-0144 FILED: 01/03/2014
CARBIS HOLDINGS, INC.

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

140103-0145 FILED: 01/03/2014
CARBIS, INC.

Filing Fee: \$0.00 ORIG



Mark Hammond

South Carolina Secretary of State

140103-0146 FILED: 01/03/2014
ALUMINUM LADDER COMPANY

Filing Fee: \$0.00 ORIG



Mark Hammond

South Carolina Secretary of State

PATENT
REEL: 032175 FRAME: 0238

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER
OR SHARE EXCHANGE

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-11-105 of the 1976 South Carolina Code of Laws, as amended, the undersigned as the surviving corporation in a merger or the acquiring corporation in a share exchange, as the case may be, hereby submits the following information:

1. The name of the surviving or acquiring corporation is *Carbis Holdings, Inc.*
2. Attached hereto and made a part hereof is a copy of the Subsidiary Merger Agreement (see Sections 33-11-101 (merger) 33-11-102 (share exchange), 33-11-104 (merger of subsidiary into parent) 33-11-107 (merger or share exchange with a foreign corporation), and 33-11-108 (merger of a parent corporation into one of its subsidiaries) of the 1976 South Carolina Code of Laws, as amended).
3. Complete the following information to the extent it is relevant with respect to each corporation which is a party to the transaction:

(a) Name of the corporation *Carbis Holdings, Inc.*
Complete either (1) or (2), whichever is applicable:

- (1) Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104 (a), and 33-11-108(a) of the 1976 South Carolina Code of Laws, as amended).
- (2) The Plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	or Against
Common	1,010,000	10,000	10,000	10,000	0

*NOTE: Pursuant to Section 33-11-105(a)(3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

(b) Name of the corporation: *Aluminum Ladder Company*
Complete either (1) or (2), whichever is applicable:

- (1) Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104(a), and 33-11-108 (a)).
- (2) The plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	or Against
Common	1,010,000	10,000	10,000	10,000	0

*NOTE: Pursuant to Section 33-11-105 (a)(3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

(c) Name of the corporation: *Carbis, Inc.*
Complete either (1) or (2), whichever is applicable:

- (1) Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104(a), and 33-11-108 (a)).
- (2) The plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

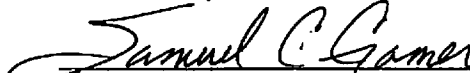
Carbis Holdings, Inc.

<u>Voting Group</u>	<u>Number of Outstanding Shares</u>	<u>Number of Votes Entitled to be Cast</u>	<u>Number of Votes Represented at the meeting</u>	<u>Number of Undisputed* Shares</u>	
				<u>For</u>	<u>or Against</u>
Common	1,010,000	10,000	10,000	10,000	0

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws):

Date: 12/30/2013

CARBIS HOLDINGS, INC.



Samuel C. Cramer, President

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing fee (payable to the Secretary of State at the time of filing of this document)

Filing Fee \$ 10.00
Filing Tax \$100.00
Total.....\$110.00

3. TWO COPIES OF THE PLAN OF MERGER OR SHARE EXCHANGE MUST BE FILED WITH THIS FORM AS AN ATTACHMENT.

Return to: Secretary of State
PO Box 11350
Columbia SC 29211

SUBSIDIARY MERGER AGREEMENT

THIS SUBSIDIARY MERGER AGREEMENT dated this ___ day of November, 2013 (the "Agreement"), by and among *Carbis Holdings, Inc.*, a South Carolina corporation (hereinafter referred to as "Parent"), *Aluminum Ladder Company*, and *Carbis, Inc.*, each a South Carolina corporation (each a "Subsidiary" and collectively the "Subsidiaries"), the Parent and the Subsidiaries acting by their respective shareholders, and board of directors are sometimes collectively referred to as the "Constituent Entities."

WHEREAS, the authorized capital stock of each Subsidiary consists of 1,010,000 shares of common stock (10,000 voting and 1,000,000 non-voting), of which 1,010,000 shares in each of the Subsidiaries are presently issued, outstanding, and owned by Parent;

WHEREAS, Section 33-11-104 of the South Carolina Code confers upon Parent the power to merge Subsidiary into itself; and

WHEREAS under Section 33-11-106 of the South Carolina Code, Parent, upon the filing and recording of the Agreement, possesses all of the property, debts, actions, rights and powers formerly possessed by Subsidiaries and the separate existence of the Subsidiaries terminates.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein, it is agreed by and between the Constituent Entities that, in accordance with the provisions of the laws of South Carolina, as of the Merger Date (as defined in paragraph 2 of Article I) the Subsidiaries shall be merged into Parent to form a single surviving corporation (sometimes called the "Surviving Corporation"). As the Surviving Corporation, Parent shall continue its corporate existence in accordance with all of the terms and conditions set forth herein.

ARTICLE I Merger

1. This Agreement has been submitted to and approved of by the Board of Directors of Parent and the actions of Parent as contemplated herein were thereby ratified and authorized pursuant to Parent's Bylaws.

2. The merger of the Subsidiaries into Parent shall become effective upon the filing and recording of the appropriate Articles of Merger, pursuant to Section 33-11-105 of the South Carolina Code, in the office of the Secretary of State of the State of South Carolina and the offices of the respective clerk of court of the County of Florence, State of South Carolina. As of the date of filing the requisite Articles of Merger (the "Merger Date") the following actions will be deemed to have occurred:

(a) The corporate name of the Parent, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the

merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Subsidiaries shall be wholly merged into Parent. Accordingly, on the Merger Date the separate existence of the Subsidiaries, except insofar as continued by statute, shall cease.

(b) The laws of the State of South Carolina shall govern the Surviving Corporation. From and after the Merger Date, the Articles of Incorporation of Parent, attached as "Attachment A" and incorporated with the same force and effect as if set forth in full herein, and all amendments now in force, shall be and become the Articles of Incorporation of the Surviving Corporation. From and after the Merger Date, and until further amended as provided by law, "Attachment A" may be certified, separate and apart from this Agreement, as the Articles of Incorporation of the Surviving Corporation.

(c) From and after the Merger Date the present Bylaws of Parent shall be and become the Bylaws of the Surviving Corporation until they shall be altered, amended or repealed.

3. The first annual meeting of the shareholders of the Surviving Corporation after the Merger Date shall be the annual meeting provided by the Bylaws of the Surviving Corporation for the Fiscal year 2014.

4. The first officers of the Surviving Corporation, who shall hold office until their successors have been elected or appointed and shall have qualified, or until they may be removed as otherwise provided in its Bylaws, are the officers of Parent as serving immediately prior to the Merger Date.

5. If, on or after the Merger Date, a vacancy shall for any reason exist in the board of directors of the Surviving Corporation, or in any of the offices, the vacancy shall be filled in the manner provided in the Bylaws of the Surviving Corporation.

6. The capitalization of the Surviving Corporation upon the Merger Date shall be as set forth in the Articles of Incorporation of the Surviving Corporation.

ARTICLE II

Conversion of Securities on Merger

1. Each issued share of common stock, of Parent shall, on the Merger Date continue to be an issued share of common stock, of the Surviving Corporation. Each issued share of common stock of each Subsidiary outstanding on the Merger Date, and all rights thereto shall, upon the Merger Date, be cancelled with no new shares issued.

2. On the Merger Date, all property, real, personal and mixed, and all debts due to any of the Constituent Entities on whatever account, as well as stock subscriptions and all other choses in action, and all and every other interest of or belonging to any of the Constituent Entities shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property and every other interest shall be as effectually the property of the Surviving Corporation as it was of the respective Constituent Entities, and the title to any real estate or any interest, whether vested by deed or otherwise, in any of the Constituent Entities shall not revert or be

in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of any of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Entities shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be submitted in place of any of the Constituent Entities. The parties respectively agree that from time to time, when requested by the Surviving Corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this Agreement.

3. Prior to the Merger Date Parent shall conduct its business in its usual and ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business except as provided for herein. Without limiting the generality of the above, each Subsidiary shall not, except as otherwise consented to in writing by Parent or as otherwise provided in this Agreement:

(a) Repurchase any of its outstanding stock or by any other means transfer any of its funds to its shareholders either selectively or ratably, in return for value or otherwise, except as salary or other compensation in the ordinary or normal course of business; or

(b) Undertake or incur any obligations or liabilities except current obligations or liabilities in the ordinary course of business and except for liabilities for fees and expenses in connection with the negotiation and consummation of the merger in amounts to be determined after the Merger Date.

4. Each Subsidiary makes the following warranties and representations with respect to themselves:

(a) Subsidiary warrants that it is on the date of this Agreement and will be on the Merger Date (i) a corporation duly organized and existing and in good standing under the laws of the State of South Carolina, (ii) duly authorized under its Articles of Incorporation, as amended to date, and under other applicable laws, to engage in the business carried on by it, and (iii) it is fully qualified to do business in all states where it owns or leases property;

(b) Subsidiary warrants that all federal, state and local tax returns required to be filed by it on or before the Merger Date will have been filed, and all taxes reflected as due and owing on or before the Merger Date will have been paid;

(c) Subsidiary warrants that it will use its best efforts to collect any accounts receivable owned by it on or prior to the Merger Date;

(d) Subsidiary warrants that all fixed assets owned by it and employed in its businesses are of the type, kind and condition appropriate for its business and will be operated in the ordinary course of business until the Merger Date;

(e) Subsidiary warrants that all leases with an annual rental in excess of \$1,000.00 now held by it are now and will be on the Merger Date in good standing and not voidable or void by reason of any default whatsoever; and

ARTICLE III Consummation of Merger

1. If the merger contemplated in this Agreement is completed, all expenses incurred in consummating the transaction set forth in this Agreement shall, except as otherwise agreed in writing between the Constituent Entities, be borne by the Surviving Corporation. If the merger is not completed, each of the Constituent Entities shall be liable for, and shall pay, the expenses incurred by it.

2. The filing and recording of the requisite Articles of Merger may be deferred from time to time by unanimous consent of the respective shareholders, members, boards of directors or managers, as the case may be, of each of the Constituent Entities, and, to the extent provided in (a) and (b) below, the merger may be abandoned:

(a) At the election of the board of directors of Parent, if in the judgment of the board any action is commenced which will or may materially affect the rights of any Constituent Entity to sell, convey, transfer or assign any of its assets or materially interfere with the operation of its business, and which renders the merger impracticable, undesirable or not in the best interests of its shareholders; or

(b) The taking of any steps necessary to effect the merger by either of the Constituent Entities shall be permanently or temporarily enjoined by a court having jurisdiction.

3. In the event of the abandonment of the merger pursuant to the foregoing provisions, this Agreement shall become void and have no effect, without any liability on the part of any of the Constituent Entities or their shareholders, members, boards of directors or managers, as the case may be, in respect of this merger except the obligation of each of the Constituent Entities to pay its own expenses as provided in this Article.

4. The respective names of the county and the city within the county in which the principal office of the Surviving Corporation is to be located in the State of South Carolina, the street and number of the principal office is: 1430 W. Darlington Street, Florence, South Carolina 29501. The name of the registered agent is, as of the Merger Date, Samuel C. Cramer.

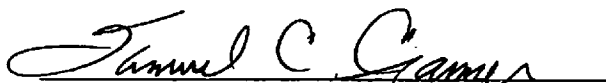
ARTICLE IV
Miscellaneous

1. The representations and warranties contained in Article II, Sections (3) and (4) of this Agreement and any liability of one Constituent Entity to another for any default under the provisions of this Agreement, shall expire with, and be terminated and extinguished by, the merger under this Agreement on the Merger Date.

2. This Agreement is intended to qualify as a reorganization under the provisions of Section 368(a)(1)(A) of the Internal Revenue Code and it is intended that the Subsidiaries will not recognize any gain or loss upon the transfer of any appreciated or depreciated assets pursuant to IRC Section 361(a). The Surviving Corporation will hold the assets acquired from the Subsidiaries at the same adjusted basis as such assets had in the hands of the Subsidiaries pursuant to IRC Section 362(b). The Surviving Corporation will also succeed to and take into account a variety of tax benefits and attributes of the Subsidiaries.

IN WITNESS WHEREOF, the undersigned have executed the above Agreement and Plan of Merger as of the date first set forth above.

CARBIS HOLDINGS, INC.



By: Samuel C. Cramer, President

CARBIS, INC.



By: Samuel C. Cramer, President

ALUMINUM LADDER COMPANY



By: Samuel C. Cramer, President

EXHIBIT A

Articles of Incorporation for Carbis Holdings, Inc.