

03-12-2001



101632241

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type** 2-23-01

**New**

**Resubmission (Non-Recordation)**  
Document ID #

**Correction of PTO Error**  
Reel #  Frame #

**Corrective Document**  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger Effective Date  
Month Day Year

Change of Name

Other

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

*If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

65E

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(414) 277-5615

Name

Robert L. Titley

Address (line 1)

Quarles & Brady, LLP

Address (line 2)

411 East Wisconsin Avenue

Address (line 3)

Milwaukee, WI 53202

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


715,076		
1,883,379		

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

17-0055

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert L. Titley

Name of Person Signing

*R. L. Titley*

Signature

February 19, 2001

Date Signed

**RECEIVED**

**APR 30 1999**

**WISCONSIN  
DFI**

**ARTICLES OF MERGER OF  
CALTERM, INC.  
WITH AND INTO  
APW TOOLS AND SUPPLIES, INC.**

The undersigned corporations, pursuant to Section 180.1105 of the Wisconsin Business Corporation Law and Section 92A.200 of the Nevada Revised Statutes, for the purpose of merging Calterm, Inc. ("Calterm"), a Nevada corporation which is governed by the laws of the State of Nevada, into APW Tools and Supplies, Inc. ("APW"), a Wisconsin corporation which is governed by the laws of the State of Wisconsin and which is the surviving corporation in such merger, hereby execute the following Articles of Merger:

1. A plan of merger has been adopted by Calterm and APW. The plan of merger is set forth in the Plan of Merger attached hereto as Exhibit A, which is made a part hereof.
2. The Plan of Merger was adopted by the Board of Directors of Calterm and approved by the unanimous written consent of the sole stockholder of Calterm in accordance with Section 92A.120 of the Nevada Revised Statutes.
3. The Plan of Merger was adopted by the Board of Directors of APW and approved by the unanimous written consent of the sole shareholder of APW in accordance with Section 180.1103 of the Wisconsin Business Corporation Law.



**EXHIBIT A**

**PLAN OF MERGER OF  
CALTERM, INC.  
WITH AND INTO  
APW TOOLS AND SUPPLIES, INC.**

THIS PLAN OF MERGER is made and entered into this 26 day of April, 1999 by and between Calterm, Inc., a Nevada corporation which is governed by the law of Nevada and whose address is 6101 North Baker Road, Milwaukee, Wisconsin 53209 ("Calterm"), and APW Tools and Supplies, Inc., a Wisconsin corporation which is governed by the laws of the State of Wisconsin and whose address is 6101 North Baker Road, Milwaukee, Wisconsin 53209 ("APW"), both of said corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations".

**RECITALS:**

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and generally to the advantage and welfare of each of the Constituent Corporations and their common sole shareholder that Calterm be merged with and into APW on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the laws of the State of Nevada and the State of Wisconsin;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Calterm shall be merged with and into APW (the "Merger"), and that the terms and conditions of the Merger, the mode of carrying the same into effect and such other matters as are required or permitted to be set forth in the case of a merger pursuant to the laws of the State of Nevada and the State of Wisconsin are as follows:

**ARTICLE I**

**Merger**

At the Effective Time of the Merger (as hereinafter defined), Calterm and APW shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Nevada and the State of Wisconsin, by Calterm merging with and into APW, which shall be the surviving corporation (the "Surviving Corporation").



## ARTICLE V

### Effect of Merger

The effect of the Merger shall be as provided in Section 180.1106 of the Wisconsin Business Corporation Law.

## ARTICLE VI

### Shareholder Approval

6.1 This Plan of Merger shall be submitted for the approval of the common sole shareholder of the Constituent Corporations, Applied Power Inc., as provided by the applicable laws of the State of Nevada and the State of Wisconsin.

6.2 If this Plan of Merger is duly adopted by the required vote of such shareholder and the Merger is not abandoned, Articles of Merger setting forth this Plan of Merger shall be executed and acknowledged in compliance with the provisions of applicable law and shall be filed with the Wisconsin Department of Financial Institutions and the Office of the Secretary of State of Nevada, at such time as may be deemed appropriate by the officers of APW.

## ARTICLE VII

### Termination and Abandonment

At any time prior to the Effective Time of the Merger, this Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations. In the event of such termination and abandonment of this Plan, this Plan shall become void and of no effect.

## ARTICLE VIII

### Miscellaneous

8.1 The Surviving Corporation shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger.

8.2 If at any time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest or to perfect or to confirm of record in the Surviving Corporation the title to any property or rights of Calterm,

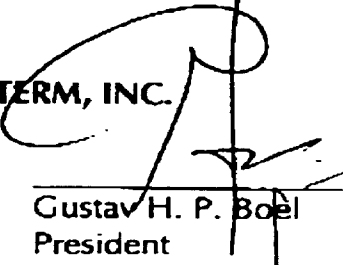
or otherwise to carry out the provisions hereof, the proper officers and directors of Calterm as of the Effective Time of the Merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the provisions of this Plan of Merger.

8.3 The Constituent Corporations intend this Plan of Merger to be a Plan of Reorganization within the meaning of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, this Plan of Merger has been signed on behalf of both of the Constituent Corporations by a duly authorized officer all as of the date and year first above written.

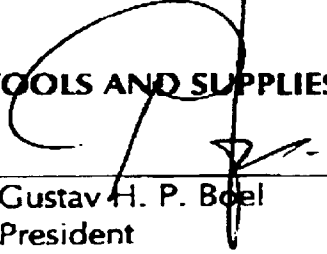
**CALTERM, INC.**

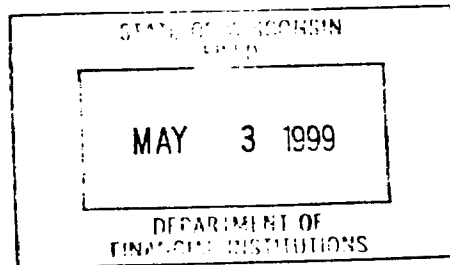
By:

  
Gustav H. P. Boel  
President

**APW TOOLS AND SUPPLIES, INC.**

By:

  
Gustav H. P. Boel  
President





STATE OF WISCONSIN )  
 ) ss.  
Milwaukee COUNTY )

Personally appeared before me this 26<sup>th</sup> day of April, 1999, the above named Gustav H. P. Boel to me known to be the President of Calterm, Inc., a Nevada corporation, and APW Tools and Supplies, Inc., a Wisconsin corporation, and who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

*Arthur J. Knapp*  
Notary Public, State of Wisconsin  
My Commission: 5/20/2001

This document was drafted by:  
Thomas J. Phillips, Esq.  
Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, WI 53202-4497

STATE OF WISCONSIN  
FILED  
MAY 3 1999  
DEPARTMENT OF  
FINANCIAL INSTITUTIONS