

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Berol Trademarks Inc.		06/18/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Berol Corporation
Street Address:	10B Glenlake Parkway, Suite 300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1661721	YIKES

**CORRESPONDENCE DATA**

Fax Number: (630)481-1699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 630-481-1667  
 Email: lisa.winger@newellco.com  
 Correspondent Name: Lisa Winger  
 Address Line 1: 2707 Butterfield Rd.  
 Address Line 4: Oak Brook, ILLINOIS 60523

ATTORNEY DOCKET NUMBER:	LW/TMK FILING/XA-762
NAME OF SUBMITTER:	Trademark counsel
Signature:	/lw/

CH \$40.00 1661721

Date:

11/12/2007

**Total Attachments: 6**

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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:

"BEROL TRADEMARKS INC.", A DELAWARE CORPORATION, WITH AND INTO "BEROL CORPORATION" UNDER THE NAME OF "BEROL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF JUNE, A.D. 2007, AT 1:04 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF JUNE, A.D. 2007.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0145606 8100M  
070735770



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 5780751

DATE: 06-21-07

TRADEMARK  
REEL: 003659 FRAME: 0156

**CERTIFICATE OF MERGER  
OF  
BEROL TRADEMARKS INC.  
INTO  
BEROL CORPORATION**

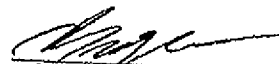
It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:
  - (i) Berol Trademarks Inc., which is incorporated under the laws of the State of Delaware; and
  - (ii) Berol Corporation, which is incorporated under the laws of the State of Delaware.
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.
3. The name of the surviving corporation is Berol Corporation, a Delaware corporation.
4. The Certificate of Incorporation of Berol Corporation shall be the Certificate of Incorporation of the surviving corporation.
5. The merger is to become effective on June 30, 2007.
6. The executed Agreement of Merger is on file at the principal place of business of the surviving corporation. The address of said principal place is as follows:

c/o Newell Rubbermaid Inc.  
10B Glenlake Parkway, Suite 300  
Atlanta, Georgia 30328
7. A copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

Dated as of the 18<sup>th</sup> day of June, 2007.

**BEROL CORPORATION**

By:   
Name: Bradford R. Turner  
Its: Assistant Secretary

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of June 18<sup>th</sup>, 2007, by and between Berol Trademarks Inc., a Delaware corporation ("Berol Trademarks"), and Berol Corporation, a Delaware corporation ("Berol Corporation").

### WITNESSETH:

WHEREAS, the Boards of Directors of each of Berol Trademarks and Berol Corporation deem it desirable and in the best interests of the parties for Berol Trademarks to merge with and into Berol Corporation (the "Merger").

NOW, THEREFORE, the parties hereby covenant and agree as follows:

### ARTICLE I THE MERGER

Section 1.1 Merger; Surviving Company. In accordance with and subject to the terms, provisions, and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), Berol Trademarks shall be merged with and into Berol Corporation, and the separate corporate existence of Berol Trademarks shall thereupon cease. Berol Corporation shall survive the Merger (sometimes referred to herein as the "Surviving Corporation") and shall be governed by the laws of the State of Delaware.

Section 1.2 Effective Time. The effective time of the Merger (the "Effective Time") shall be June 30, 2007.

Section 1.3 Certificate of Incorporation; By-laws. The Certificate of Incorporation of Berol Corporation as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation. The By-laws of Berol Corporation as in effect immediately prior to the Effective Time shall be the By-laws the Surviving Corporation.

Section 1.4 Directors; Officers. The persons who are the directors and officers of Berol Corporation immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation, until their respective successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and the By-Laws of the Surviving Corporation.

Section 1.5 Effect of the Merger. At the Effective Time, the separate existence of Berol Trademarks shall cease and the corporate existence and identity of Berol Corporation, as the Surviving Corporation, shall continue under the name "Berol Corporation". All of the property, assets, rights, privileges, powers, franchises and immunities of Berol Trademarks and of Berol Corporation shall vest in the Surviving Corporation. All debts, liabilities and obligations of Berol Trademarks and of Berol Corporation shall thenceforth be obligations of the Surviving Corporation. The Surviving Corporation shall be responsible for all the liabilities and obligations of Berol Trademarks and of Berol Corporation, but the liabilities of Berol Trademarks and of Berol Corporation or of their stockholders,

directors or officers shall not be affected, nor shall the rights of the creditors or of any persons dealing with Berol Trademarks or Berol Corporation be impaired, by the Merger, and any claim existing or action or proceeding pending by or against Berol Trademarks or Berol Corporation may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be proceeded against or substituted in its place.

## ARTICLE 2 CONVERSION AND CANCELLATION OF SHARES

Section 2.1 Conversion and Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any share of capital stock of Berol Corporation or Berol Trademarks:

(a) each share of common stock of Berol Corporation that is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding, unchanged by reason of the Merger, and shall represent one share of common stock of the Surviving Corporation; and

(b) each share of capital stock of Berol Trademarks that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be cancelled without consideration and shall cease to exist.

## ARTICLE 3 GENERAL

Section 3.1 Further Assurances. From time to time, as and when required by the Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of Berol Trademarks, such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary to give effect to the transactions contemplated hereunder.

Section 3.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

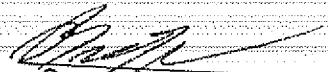
Section 3.3 Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the Merger and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to such subject matter. This Agreement shall not be modified or amended other than by written agreement of the parties hereto. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

Section 3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.


Section 3.5 Counterparts. This Agreement may be executed in counterparts, all of which shall be one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to each other party.

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

**BEROL TRADEMARKS INC.**

By:   
Name: Bradford R. Turner  
Its: Assistant Secretary

**BEROL CORPORATION**

By:   
Name: Bradford R. Turner  
Its: Assistant Secretary