

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/31/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Litho Research Incorporated		01/31/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Nicoat Environmental Specialties, LLC		
Street Address:	1600 Glenlake Avenue		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1774001	CLEARZ-IT	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-902-5200		
Email:	deborah.wing@kattenlaw.com		
Correspondent Name:	Deborah Wing c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	335611-4/PRAIRIE		
NAME OF SUBMITTER:	Deborah A. Wing		
Signature:	/daw/		

CH \$40.00 1774001

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**TRADEMARK
 REEL: 004295 FRAME: 0580**

Date:

10/13/2010

Total Attachments: 9

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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0290419-5

01/31/2010

DAVID LOREY
1600 GLENLAKE AVE
ITASCA, IL 60143-0000

RE NICOAT ENVIRONMENTAL SPECIALTIES, LLC

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE-NAMED COMPANY HAVE BEEN
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY SECTION
(217) 524-8008

JW

Form **LLC-37.25**

April 2008

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by check or money order payable to Secretary of State. Filing fee is \$100, but if merger of more than two entities, \$50 for each additional entity.

Illinois
Limited Liability Company Act
Articles of Merger

SUBMIT IN DUPLICATE

Must be typewritten.

This space for use by Secretary of State.

Date: 01/29/2010
Filing Fee: \$ 150.00
Approved: JL

FILE #: 0290419-5

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FILED

JAN 29 2010 JFL

**JESSE WHITE
SECRETARY OF STATE**

1. Names of Entities proposing to merge, and State or Country of Organization:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File Number (if any)
<u>Nicoat Environmental Specialties, LLC</u>	<u>Limited Liability Company</u>	<u>Illinois</u>	<u>0290-419-5</u>
<u>Environmental Specialties, Inc.</u>	<u>Corporation</u>	<u>Illinois</u>	<u>5397-402-3</u>
<u>Litho Research, Incorporated</u>	<u>Corporation</u>	<u>Illinois</u>	<u>5620-286-2</u>

2. The plan of merger has been approved and signed by each Limited Liability Company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

3. a. Name of Surviving Entity: Nicoat Environmental Specialties, LLC

b. Address of Surviving Entity: 1600 Glenlake Avenue, Itasca, IL 60143

4. Effective date of merger: (check one)

a. the filing date, or

b. a later date, but not more than 30 days subsequent to the filing date: January 31, 2010
Month, Day, Year

5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization by reason of this merger:

None

♻️ Printed on recycled paper.

Printed by authority of the State of Illinois, December 2009 — 1 — LLC 30.3

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LLC-37.25

6. For the Limited Liability Companies that are parties to the merger, complete the following:

Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
<u>Nicoat Environmental</u>	_____	_____	_____
<u>Specialties, LLC</u>	<u>Illinois</u>	<u>12/15/09</u>	_____
_____	_____	_____	_____

7. If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

8. The undersigned entities caused these Articles of Merger to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

Dated January 29, 2010
Month & Day Year

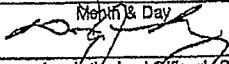
PLEASE SEE ATTACHED SIGNATURE PAGE

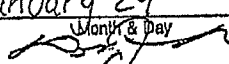
<p>1. _____ <small>Signature</small></p> <p>_____</p> <p><small>Name and Title (type or print)</small></p> <p>_____</p> <p><small>Name if a Corporation or other Entity</small></p>	<p>2. _____ <small>Signature</small></p> <p>_____</p> <p><small>Name and Title (type or print)</small></p> <p>_____</p> <p><small>Name if a Corporation or other Entity</small></p>
<p>3. _____ <small>Signature</small></p> <p>_____</p> <p><small>Name and Title (type or print)</small></p> <p>_____</p> <p><small>Name if a Corporation or other Entity</small></p>	<p>4. _____ <small>Signature</small></p> <p>_____</p> <p><small>Name and Title (type or print)</small></p> <p>_____</p> <p><small>Name if a Corporation or other Entity</small></p>

If more space is needed, please attach additional sheets of this size.

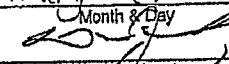
**Signatures must be in black ink on an original document.
 Carbon copy, photocopy or rubber stamp signatures
 may only be used on conformed copies.**

7. 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 January 29, 2010 Environmental Specialties, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
David J. Lorey, Chief Financial Officer
Name and Title (type or print)

Dated January 29, 2010 Litho Research, Incorporated
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
David J. Lorey, Chief Financial Officer
Name and Title (type or print)

8. 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 January 29, 2010 Niccoat Environmental Specialties, LLC
Month & Day Year Exact Name of Limited Liability Company

Signature
David J. Lorey, Chief Financial Officer of National Industrial Coatings, Inc., Member
Name and Title (type or print)

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

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of January 29, 2010, by and between Environmental Specialties, Inc., an Illinois corporation ("ES INC"), Litho Research, Incorporated, an Illinois corporation ("Litho"), and Nicoat Environmental Specialties, LLC, an Illinois limited liability company ("ES LLC"; ES LLC, ES INC and Litho are hereinafter sometimes referred to individually as a "Constituent Entity" and collectively as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Board of Directors of ES INC has determined that the merger of ES INC and Litho with and into ES LLC is advisable and in the best interests of ES INC and has accepted, adopted and approved the execution, delivery and performance by ES INC of this Agreement and the consummation of the transactions contemplated hereby in their entirety;

WHEREAS, the sole shareholder of ES INC has authorized and approved this Agreement and the consummation of the transactions contemplated hereby;

WHEREAS, the Board of Directors of Litho has determined that the merger of Litho and ES INC with and into ES LLC is advisable and in the best interests of Litho and has accepted, adopted and approved the execution, delivery and performance by Litho of this Agreement and the consummation of the transactions contemplated hereby in their entirety;

WHEREAS, the sole shareholder of Litho has authorized and approved this Agreement and the consummation of the transactions contemplated hereby; and

WHEREAS, the sole member of ES LLC has determined that the merger of ES INC and Litho with and into ES LLC is advisable and in the best interests of ES LLC and has accepted, adopted and approved the execution, delivery and performance by ES LLC of this Agreement and the consummation of the transactions contemplated hereby in their entirety.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that ES INC and Litho shall be merged with and into ES LLC and that the terms and conditions thereof are and shall be as follows:

ARTICLE I

Merger

1.1 On the Effective Date (as defined in Section 1.2), ES INC and Litho shall be merged with and into ES LLC (the "Merger"). Upon the effectiveness of the Merger, the separate existence of ES INC and Litho shall cease and ES LLC shall be the surviving entity (the "Surviving Entity") and shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a limited

liability company organized under the Illinois Limited Liability Company Act, as amended (the "Illinois LLC Act").

1.2 The Merger shall be effective on January 31, 2010 (the "Effective Date"). For accounting purposes only, the Merger shall be effective at 11:59 p.m. Central Standard Time on January 31, 2010.

ARTICLE II

Articles of Organization, Operating Agreement, Effect of Merger

2.1 The Articles of Organization of ES LLC were filed with the Secretary of State of the State of Illinois on December 15, 2009. The Articles of Organization of the Surviving Entity shall be the Articles of Organization of ES LLC in effect on the Effective Date, and shall thereafter continue to be the Articles of Organization of the Surviving Entity until the same shall be altered or amended in accordance with the Illinois LLC Act.

2.2 The Operating Agreement of the Surviving Entity shall be the Operating Agreement of ES LLC in effect immediately prior to the Effective Date, and such Operating Agreement shall continue to be the Operating Agreement of the Surviving Entity until the same shall be altered or amended.

2.3 The name of the Surviving Entity shall be Nicoat Environmental Specialties, LLC.

2.4 The principal place of business of the Surviving Entity shall be 1600 Glenlake Avenue, Itasca, IL 60143.

2.5 Immediately upon the Effective Date with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of each of the Constituent Entities, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon ES LLC as the Surviving Entity without further act or deed.

2.6 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Illinois LLC Act with respect to the legal effect of the Merger, all of the liabilities of each of the Constituent Entities shall be automatically assumed by ES LLC as the Surviving Entity.

2.7 Each of the Constituent Entities hereby represents and warrants that it is not a party, jointly or severally, to any contract or agreement the terms of which would be violated or breached by it upon execution and consummation of this Agreement and that this Agreement is enforceable against each of the Constituent Entities in accordance with its terms.

2.8 ES LLC as the Surviving Entity shall be responsible and liable for all debts, liabilities and other obligations of each of the Constituent Entities; and any claim existing or 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 ES LLC as the Surviving Entity may be substituted in the place of either of the Constituent Entities, and neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the Merger. ES LLC shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of either of the Constituent Entities.

ARTICLE III

Capitalization

3.1 All of the issued and outstanding shares of ES INC and Litho and all of the ownership interests in ES LLC are directly or indirectly owned by the same party.

3.2 Each ownership interest in ES LLC outstanding immediately prior to the Merger becoming effective shall be an identical outstanding ownership interest in ES LLC upon the Merger becoming effective. The members of ES LLC immediately prior to the Merger becoming effective shall continue as members of ES LLC upon the Merger becoming effective.

3.3 Each share of capital stock of ES INC issued and outstanding immediately prior to the Merger becoming effective shall be cancelled upon the Merger becoming effective and no further consideration shall be given therefor.

3.4 Each share of capital stock of Litho issued and outstanding immediately prior to the Merger becoming effective shall be cancelled upon the Merger becoming effective and no further consideration shall be given therefor.

ARTICLE IV

Termination

4.1 This Agreement may be terminated and abandoned at any time before the filing of the Articles of Merger by the mutual consent of the Constituent Entities.

ARTICLE V

Miscellaneous

5.1 Each of the Constituent Entities shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the laws of the State of Illinois to consummate and make effective the Merger.

5.2 This Agreement (a) shall be governed by and construed in accordance with the internal laws (and not laws of conflict) of the State of Illinois, (b) shall not be waived, except by an instrument in writing, signed by the party to be charged, and (c) shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

5.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and e-mail of a "pdf" signature may be relied upon as originals.

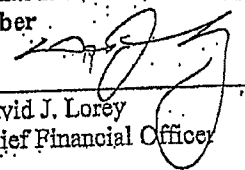
5.4 The parties hereto each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances, and to take all such further action, including, without limitation, the execution and filing of such instruments in the States of Illinois and any other state as shall be necessary or desirable to carry out this Agreement and to consummate and effect the Merger.

[Remainder of page intentionally blank.
Signature page follows.]

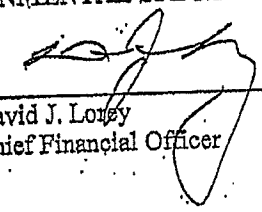
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement and Plan of Merger as of the date first written above.

NICOAT ENVIRONMENTAL SPECIALTIES,
LLC

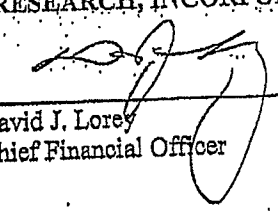
By: National Industrial Coatings, Inc.
Its: Member

By: 
Name: David J. Lorey
As Its: Chief Financial Officer

ENVIRONMENTAL SPECIALTIES, INC.

By: 
Name: David J. Lorey
As Its: Chief Financial Officer

LITHO RESEARCH, INCORPORATED

By: 
Name: David J. Lorey
As Its: Chief Financial Officer