

02/29/00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

04-14-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

02-11-6 AM 9:45



OPR/FINANCE RECOR

101320382

**TRADEMARKS ONLY**

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

**Submission Type**

- 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

Execution Date  
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

04/13/2000 DNGUYEN 00000299 75531366

01 FC:481  
02 FC:482

40.00 DP  
1975.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Rachel S. Jozefacki

Name of Person Signing

Rachel S. Jozefacki  
Signature

February 28, 2000

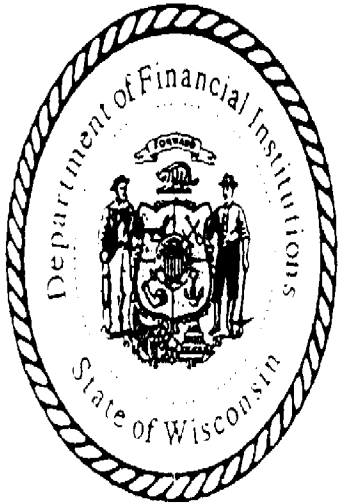
Date Signed

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the document on file in the Corporations unit of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.



Richard L. Dean, Secretary  
Department of Financial Institutions

DATE: JAN 19 2000

BY: *Robert Row*

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Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

**ARTICLES OF MERGER  
MERGING  
GIDDINGS, LLC**

RECEIVED

SEP 22 1999

*NR*

(a Michigan limited liability company)

**INTO**

**GL I, LLC**

(a Wisconsin limited liability company)

WISCONSIN  
DFI

*12 60 29551*

AUCT# 000000051# 00-00  
TRAF# 0001100100  
AUCT# 0000000514 00-00  
TRAF# 0001100099

Pursuant to Section 183.1204 of the Wisconsin Limited Liability Company Act , the undersigned **GIDDINGS, LLC**, a Michigan limited liability company and **GL I, LLC**, a Wisconsin limited liability company, adopt the following Articles of Merger.

**FIRST:** The names of the companies participating in the merger and the states under which they are respectively organized are as follows:

| <u>Name of Corporation</u> | <u>State</u> |
|----------------------------|--------------|
| GL I, LLC                  | Wisconsin    |
| Giddings, LLC              | Michigan     |

**SECOND:** The name of the surviving limited liability company is GL I, LLC.

**THIRD:** The management of GL I, LLC will be reserved to the Board of Managers of GL I, LLC as provided for in the Operating Agreement of GL I, LLC.

**FOURTH:** The Plan of Merger, attached hereto as Exhibit A and hereby incorporated by reference, was approved by the sole member of GL I, LLC in accordance with Section 183.1202 of the Wisconsin Limited Liability Company Act and was approved by the sole member of Giddings, LLC in accordance with Section 450.4702(a) of the Michigan Limited Liability Company Act

**FIFTH:** These Articles of Merger shall be effective, and the merger shall take effect, in accordance with the Plan of Merger, at 1:30 p.m., central time, on September 24, 1999.

IN WITNESS WHEREOF, each of the constituent entities has caused these Articles of Merger to be executed in its name, as of the 22<sup>nd</sup> day of September, 1999.

GLI, LLC

GIDDINGS, LLC

By: THYSSEN HOLDING CORPORATION  
(sole member)

By: THYSSEN HOLDING CORPORATION  
(sole member)

By: Nancy L. Hutcherson  
Name: NANCY L. HUTCHESON  
Title: V.P., General Counsel +  
Secretary

By: Nancy L. Hutcherson  
Name: NANCY L. HUTCHESON  
Title: V.P., General Counsel +  
Secretary

4/23/99  
T.E.H.  
11/2/99

THIS DOCUMENT }  
WAS DRAFTED BY } Thomas E. Hartman

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 22<sup>nd</sup> day of September, 1999, by and between Giddings, LLC, a Michigan limited liability company ("Giddings"), and GL I, LLC, a Wisconsin limited liability company ("GL").

**RECITALS**

WHEREAS, the parties have determined it to be advisable for Giddings to merge with and into GL (the "Merger") pursuant to the applicable provisions of the Michigan Limited Liability Company Act and the Wisconsin Limited Liability Company Act on the terms hereinafter set forth; and

WHEREAS, the sole member of each of Giddings and GL have approved this Agreement and Plan of Merger and authorized the execution thereof.

**PLAN OF MERGER**

NOW THEREFORE, in consideration of the premises, the parties hereto adopt and make this Agreement and Plan of Merger and prescribe the terms and conditions of such merger and the manner of carrying the same into effect, which shall be as follows:

1. The name of the entities participating in the merger are GL I, LLC, a Wisconsin limited liability company, and Giddings, LLC, a Michigan limited liability company.
2. The name of the surviving entity is GL I, LLC and the street address of GL I, LLC is 143 Doty Street, Fond du Lac, Wisconsin 54935.
3. The Articles of Organization of GL shall not be amended pursuant to this merger.
4. Effective on September 24, 1999 at 1:30 p.m., central time, Giddings shall be merged with and into GL (the "Effective Time").
5. At the Effective Time, by virtue of the Merger and without further action or deed by or on behalf of GL, Giddings, or the members or Managers thereof, all of the currently issued and outstanding units of Giddings ("Merging Company Units") shall be automatically converted into and exchanged for units of GL (the "Surviving Company Units") on the basis of one unit of Merging Company Units for each Surviving Company Unit. The Surviving Company Units, upon conversion and exchange shall constitute all of the issued and outstanding units of GL after the Effective Time, and each certificate then representing Merging Corporation Units, by virtue of the Merger and without further action or deed by or on behalf of GL or Giddings shall be cancelled or destroyed.
6. The Managers and officers of Giddings on the Effective Time shall become the Managers and officers of GL thereafter, until their successors are duly appointed and elected.

7. The Operating Agreement and Articles of Organization of GL as they exist immediately prior to the Merger shall remain in effect as the Operating Agreement and Articles of Organization of GL thereafter, unaffected by the Merger.

8. Upon the Effective Time, Giddings shall be merged into GL which shall continue its existence under the laws of the State of Wisconsin. The separate existence and corporate organization of Giddings shall cease upon the Effective Time, and GL shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the entities; and all property, real, personal and mixed, and all debts due on whatever account, including belonging to or due to each of the entities, shall be taken and deemed to be transferred to and vested in GL without further act or deed; and the title to any real estate, or any interest therein, vested in the entities shall not revert or be in any way impaired by reason of such Merger. GL shall thenceforth be responsible and liable for all the liabilities and obligations of each of the entities, and any claim existing or action or proceeding pending by or against the entities may be prosecuted to judgement as if such Merger had not taken place. Neither the rights of creditors nor any liens upon the property of either entity shall be impaired by the Merger.

9. This Agreement and Plan of Merger shall be submitted to the sole member of each of the parties hereto in accordance with the applicable provisions of law, and the consummation of this Agreement and Plan of Merger and the merger herein provided for are conditioned upon the approval hereof by the sole member of the respective parties as provided by law.

10. This Agreement and Plan of Merger and the Merger herein contemplated may be abandoned upon the mutual agreement of the parties at any time prior to the Effective Time. This Agreement and Plan of Merger may be amended, modified or supplemented at any time prior to the Effective Time of the Merger with the mutual consent of each member of Giddings, and GL; provided, however, that this Agreement and Plan of Merger may not be amended, modified or supplemented after it has been approved in any manner which, in the judgement of the member of GL, would have a material adverse effect on the rights of the shareholders or the members or in any manner prohibited under applicable law.

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

**GIDDINGS, LLC**

By: THYSSEN HOLDING CORPORATION

By: Nancy L. Hutcherson  
Name: NANCY L. HUTCHERSON  
Title: V.P., General Counsel + Secretary

**GL I, LLC**

By: THYSSEN HOLDING CORPORATION

By: Nancy L. Hutcherson  
Name: NANCY L. HUTCHERSON  
Title: V.P., General Counsel + Secretary

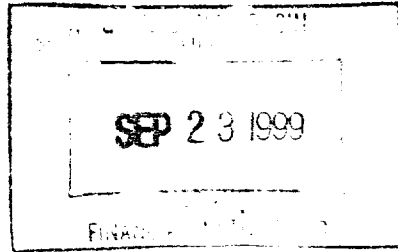


Q.1. Mergers & Acquisitions (LHC)

Mergers: Union of French LHC

Intro: Ch I, LHC (Domestic LHC) (Suzanne)

Use Open Airtel



\$56.00 plus 175¢

Note  
Mergers  
EN 10/11/99  
9/24/99  
1.30 PM

Carol Gunther, Paralegal  
Foley & Lavelle  
777 East Wisconsin Ave.  
Milwaukee, WI 53202 - 53377

# SCHEDULE C

## U.S. TRADEMARK APPLICATIONS

| <u>MARK</u>                       | <u>SERIAL NUMBER</u> |
|-----------------------------------|----------------------|
| POWER ENTRY                       | 75/531,366           |
| POWER EDIT                        | 75/531,365           |
| VARIAX                            | 74/510,527           |
| MACHINEMATE                       | 75/545,505           |
| ASSEMBLY LIFE CYCLE & Design      | 75/504,682           |
| Miscellaneous Design              | 75/576,684           |
| ADVANTEK                          | 75/576,454           |
| ADVANTEK GLOBAL SERVICES & Design | 75/630,477           |
| ADVANTEK GLOBAL SERVICES          | 75/657,201           |
| MMC                               | 75/738,863           |
| EXPERTS IN MOTION                 | 75/762,178           |
| ENDEAVOR                          | 75/868,255           |
| TRUEVIEW                          | 75/153,568           |
| SMARTCONVEYER                     | 74/489,790           |

## U.S. TRADEMARK REGISTRATIONS

| <u>MARK</u>            | <u>REGISTRATION NUMBER</u> |
|------------------------|----------------------------|
| CHIPMASTER (Stylized)  | 984,441                    |
| EXACTAMATIC            | 1,004,196                  |
| GISHOLT & Design       | 587,323                    |
| INDEXOMATIC (Stylized) | 602,318                    |
| MULTISENSE             | 1,002,667                  |
| NUMERIDAPT             | 1,278,798                  |
| NUMERIPROBE            | 1,278,799                  |
| NEXES                  | 1,626,299                  |
| NUMERICENTER           | 799,488                    |
| NUMERICENTER           | 867,493                    |
| NUMERIPATH             | 707,505                    |
| NUMERISTATION          | 1,393,116                  |
| PIC409                 | 1,566,814                  |
| PIC4.9                 | 1,525,354                  |
| PIC49                  | 1,525,355                  |
| PICGRIND               | 1,619,641                  |
| PICLINK (Stylized)     | 1,619,484                  |
| PICLOCK                | 1,615,560                  |
| PICMOTION (Stylized)   | 1,551,651                  |
| NAVIGATOR              | 2,177,086                  |
| MEASUREMAX             | 2,173,589                  |
| BICKFORD               | 756,373                    |
| CINCINNATI BICKFORD    | 663,756                    |
| DAVIS                  | 601,287                    |
| DAVIS & Design         | 582,397                    |
| DIMIL (Stylized)       | 760,950                    |
| GISHOLT                | 56,496                     |
| GISHOLT                | 504,726                    |
| LUBRI-COOL             | 660,777                    |

U.S. TRADEMARK REGISTRATIONS CONTINUED

| <u>MARK</u>           | <u>REGISTRATION NUMBER</u> |
|-----------------------|----------------------------|
| MASTER                | 216,412                    |
| MASTERLINE            | 672,455                    |
| RACON                 | 1,115,959                  |
| SMARTTURN (Stylized)  | 1,824,113                  |
| VARIAX                | 657,107                    |
| WINSLOW               | 1,109,143                  |
| WINSLOMATIC           | 756,840                    |
| RAM630                | 1,939,033                  |
| RAM500                | 1,939,032                  |
| HEXACENTER            | 2,151,147                  |
| GIDDINGS & LEWIS      | 639,322                    |
| GL EMBLEM             | 743,741                    |
| GIDDINGS & LEWIS      | 2,210,180                  |
| FADAL                 | 1,976,751                  |
| GILMAN                | 1,044,655                  |
| INDEXOMATIC           | 1,024,518                  |
| SYNCROCAM             | 784,764                    |
| SYNC'ROUSEL           | 1,036,103                  |
| TRANSFERLINE          | 759,950                    |
| POWER-FLOAT           | 1,981,020                  |
| SHEFFIELD MEASUREMENT | 1,685,106                  |
| SHEFFIELD MEASUREMENT | 1,685,660                  |
| HYDRO-CRUISER         | 949,287                    |
| WARNER & SWASEY       | 596,355                    |
| CORDAX                | 1,553,557                  |
| SM (Stylized)         | 1,370,920                  |
| PROFILOMETER          | 1,523,275                  |
| AUTOMETROLOGY         | 650,066                    |
| ELECTROJET            | 651,728                    |
| DURA-FLEX             | 1,026,428                  |
| TITAN. (Stylized)     | 1,531,640                  |
| WARNER & SWASEY       | 534,737                    |
| WARNER & SWASEY       | 858,877                    |
| WS & Design           | 688,230                    |
| WS & Design           | 698,539                    |
| WS & Design           | 699,385                    |
| WS (Stylized)         | 1,362,944                  |