

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/01/2009		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Cramer Inc.		10/01/2009	CORPORATION: KANSAS
<b>RECEIVING PARTY DATA</b>			
Name:	Cramer LLC		
Street Address:	1222 Quebec Street		
City:	North Kansas City		
State/Country:	MISSOURI		
Postal Code:	64116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Serial Number:	78836234	CRAMER	
Serial Number:	78883150	EVER	
Serial Number:	78883152	RENEWAL	
Serial Number:	77377451	1 UP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(612)339-3061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 371-2140		
Email:	alkak@cpaglobal.com		
Correspondent Name:	Schwegman, Lundberg & Woessner, P.A.		
Address Line 1:	P.O. Box 2938		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	2342.001US1		

CH \$115.00 78836234

**900148774**

**TRADEMARK  
 REEL: 004105 FRAME: 0174**

NAME OF SUBMITTER:	David D'Zurilla
Signature:	/David D'Zurilla/
Date:	12/01/2009
Total Attachments: 8 source=Merger_Certificate#page1.tif source=Merger_Certificate#page2.tif source=Merger_Certificate#page3.tif source=Merger_Certificate#page4.tif source=Merger_Certificate#page5.tif source=Merger_Certificate#page6.tif source=Merger_Certificate#page7.tif source=Merger_Certificate#page8.tif	

State of Delaware  
 Secretary of State  
 Division of Corporations  
 Delivered 02:33 PM 10/09/2009  
 FILED 02:33 PM 10/09/2009  
 SRV 090925554 - 4731029 FILE

**CERTIFICATE OF MERGER**  
 of  
**CRAMER INC., a Kansas corporation**  
 into  
**CRAMER LLC, a Delaware limited liability company**

Pursuant to the provisions of The Kansas General Corporation Code ("Kansas Law") and the Delaware Limited Liability Company Act ("Delaware Law"), the undersigned entities certify the following:

1. That Cramer Inc., a Kansas corporation ("Kansas"), and Cramer LLC, a Delaware limited liability company ("Delaware"), (the "Merging Entities"), are hereby merged, and that Delaware is the surviving entity ("Surviving Entity").
2. That on October 1, 2009, the Board of Directors of Kansas by unanimous written consent adopted resolutions approving the Agreement and Plan of Merger (the "Agreement") as set forth in this Certificate.
3. That on September 30, 2009, the Members of Delaware by unanimous written consent adopted resolutions approving the Agreement as set forth in this Certificate.
4. Thereafter, on September 30, 2009, Delaware, the holder of all of the Ninety-Five Thousand (95,000) outstanding shares of Common Stock and Eleven Thousand Five Hundred (11,500) outstanding shares of Series A Preferred Stock of Kansas, by unanimous written consent, adopted resolutions approving the Agreement.
5. **AGREEMENT AND PLAN OF MERGER:**

**AGREEMENT AND PLAN OF MERGER**

**ARTICLE I  
 THE MERGER**

1.1 The Merger. Upon the Effective Date (as hereinafter defined) of the Merger, Kansas shall merge with and into Delaware pursuant to and in accordance with Sections 17-7701 through 17-7708 of Kansas Law, and Section 18-209 of Delaware Law. The parties intend that the Merger constitute a reorganization in which no taxable gain or loss is recognized pursuant to § 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended. The separate existence of Kansas shall cease and Delaware, the Surviving Entity, shall continue its existence under Delaware Law.

1.2 Filings; Effective Date. The parties will cause Articles of Merger to be filed with the Kansas Secretary of State in accordance with Sections 17-7701 through 17-7708 of Kansas Law, and a Certificate of Merger to be filed with the Delaware Secretary of State in accordance with Section 18-209 of Delaware Law.

The Merger shall become effective on October 1, 2009, upon filing of the Articles of Merger by the Kansas Secretary of State, and the filing of a Certificate of Merger by the Delaware Secretary of State for accounting purposes only.

1.3 Certificate of Formation of the Surviving Entity. The Certificate of Formation of Delaware, as it shall exist immediately prior to the effective date of the Merger, shall be and remain, without amendment, the Certificate of Formation of the Surviving Entity.

1.4 Operating Agreement of the Surviving Entity. The Limited Liability Company Agreement of Delaware, as it shall exist immediately prior to the effective date of the Merger, shall be and remain, without amendment, the Operating Agreement of the Surviving Entity.

1.5 Members of the Surviving Entity. The Members of Delaware shall continue as Members of the Surviving Entity.

1.6 Service of Process. The Surviving Entity agrees that it is subject to service of process in any proceeding for enforcement of any obligation of any constituent entity party to the Merger that was organized under Kansas Law and for enforcement of any obligation of the Surviving Entity, irrevocably appointing the Secretary of State as such Surviving Entity's agent to accept service of process in any such proceeding. The address to which a copy of such process shall be mailed is: 1222 Quebec Street, North Kansas City, Missouri 64116.

1.7 Agreement and Plan of Merger on File. The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Entity at 1222 Quebec Street, North Kansas City, Missouri 64116.

1.8 Copy of Agreement and Plan of Merger. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any shareholder or Member of any constituent entity.

## ARTICLE II CONVERSION

2.1 Authorized and Outstanding Shares. Kansas, under its present Articles of Incorporation, is authorized to issue Five Million (5,000,000) shares of Common Stock, no par value, and One Hundred Thousand (100,000) shares of Series A Preferred Stock, no par value, of which Ninety-Five Thousand (95,000) Common shares are presently issued and outstanding, and Eleven Thousand Five-Hundred (11,500) Series A Preferred shares are presently issued and outstanding. Delaware, under its present Certificate of Formation, has four (4) Members. The manner and basis for converting the interests of each of the Merging Entities shall be as follows:

2.2 Conversion. Upon the effective date of the Merger (and without further act thereafter on the part of the Merging Entities or their shareholders or Members):

(a) Each of the then issued and outstanding shares of the Common Stock and Series A Preferred Stock of Kansas shall be automatically converted into membership interests of Delaware in such Percentage Interests as set forth in the Limited Liability Company Agreement of Delaware;

(b) The Percentage Interests of the Members of Delaware prior to such conversion will be the Percentage Interests of Delaware after such conversion, with no change therein as a result of such conversion; and

(c) Immediately after conversion into membership interests of Delaware as provided in subsection (a) above, all of the shares of Kansas Common Stock and Series A Preferred Stock shall be cancelled and retired and cease to exist.

### ARTICLE III CERTAIN EFFECTS OF THE MERGER

3.1 Effect of Merger. Upon the consummation of the Merger, each and every right, privilege, power, immunity and franchise of each of the Merging Entities, and all property, real, personal and mixed, and all debts, liabilities and obligations, and every other interest of each of the Merging Entities, shall be transferred to and vested in the Surviving Entity without further act or deed, and all property, rights, privileges, powers, franchises, and other interests of the Merging Entities shall be the property of the Surviving Entity, and the title to any real estate, or any interest therein, vested in either of the Merging Entities shall not revert or be in any way impaired by reason of the Merger, provided that all rights of creditors and all liens upon the property of either of the Merging Entities shall be preserved unimpaired; and all debts, liabilities, and obligations of the Merging Entities shall attach to the Surviving Entity and may be enforced against it to the same extent as if those debts, liabilities and obligations had been incurred or contracted by it, it being expressly provided that the Merger shall not in any manner impair the rights of any creditor or any liens upon the property of either of the Merging Entities, and any existing claim or pending action or proceeding by or against either of the Merging Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be substituted in its place.

3.2 Further Assurances. If at any time the Surviving Entity shall deem or be advised that any further assignments, assurances in the law, or things that are necessary or desirable to vest or confirm in the Surviving Entity (or any successor or assign thereof) the title to any property or assets of either of the Merging

Entities, the respective officers, directors, members, and representatives of each shall and will, and are hereby fully authorized to, execute and deliver all proper assignments, deeds, confirmations and assurances in the law and do all things necessary or proper so as to vest, approve, ratify or confirm title to such property and assets in the Surviving Entity and otherwise to carry out the purposes of this Agreement and Plan of Merger.

#### ARTICLE IV APPROVAL OF MERGER

4.1 Approval by Delaware. The Members of Delaware hereby certify by signing the Agreement that the Agreement has been adopted and the Merger has been approved by all the Members of Delaware entitled to vote thereon.

4.2 Approval by Kansas. The President and Secretary of Kansas hereby certify by signing the Agreement that the Agreement has been adopted and the Merger has been approved by the holders of all of the outstanding stock of Kansas entitled to vote thereon.

#### ARTICLE V MISCELLANEOUS

5.1 Expenses. The Surviving Entity shall pay all expenses of carrying the Agreement into effect and accomplishing the Merger.

5.2 Amendments. The Agreement cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

5.3 Counterparts. The Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.


5.4 Registered Agent. The Registered Agent of Delaware in the State of Delaware is National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

In affirmation thereof, the facts stated above are true and correct.

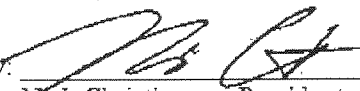
*[The remainder of this page is intentionally blank. Signatures follow.]*

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the Merging Entities on this 1<sup>st</sup> day of October, 2009.

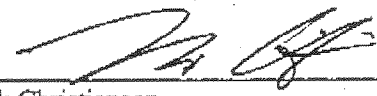
ATTEST:

  
\_\_\_\_\_  
Jason Rapp, Secretary

CRAMER INC.

By:   
\_\_\_\_\_  
Nick Christianson, President

CRAMER LLC

  
\_\_\_\_\_  
Nick Christianson

\_\_\_\_\_  
Rainer Famulla

\_\_\_\_\_  
Peter Christianson

Adam Smith Growth Partners, L.P.

By: Adam Smith Companies, LLC,  
its General Partner

By: \_\_\_\_\_  
Tony J. Christianson, Chairman

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the Merging Entities on this 1<sup>st</sup> day of October, 2009.

ATTEST:

\_\_\_\_\_  
Jason Rann, Secretary

CRAMER INC.

By: \_\_\_\_\_  
Nick Christianson, President

CRAMER LLC

\_\_\_\_\_  
Nick Christianson

*Rainer Farnulla*  
\_\_\_\_\_  
Rainer Farnulla

\_\_\_\_\_  
Peter Christianson

Adam Smith Growth Partners, L.P.

By: Adam Smith Companies, LLC,  
its General Partner

By: \_\_\_\_\_  
Tony J. Christianson, Chairman



IN WITNESS WHEREOF, this Certificate of Merger has been executed by the Merging Entities on this 1<sup>st</sup> day of October, 2009.

ATTEST:

\_\_\_\_\_  
Jason Renn, Secretary

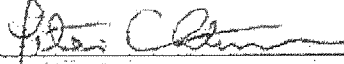
CRAMER INC.

By: \_\_\_\_\_  
Nick Christianson, President

CRAMER LLC

\_\_\_\_\_  
Nick Christianson

\_\_\_\_\_  
Rainer Famulla

  
\_\_\_\_\_  
Peter Christianson

Adam Smith Growth Partners, L.P.

By: Adam Smith Companies, LLC,  
its General Partner

By: \_\_\_\_\_  
Tony J. Christianson, Chairman

1791890.4

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the Merging Entities on this 1<sup>st</sup> day of October, 2009.

**CRAMER INC.**

ATTEST:

\_\_\_\_\_  
Jason Rann, Secretary

By: \_\_\_\_\_  
Nick Christianson, President

**CRAMER LLC**

\_\_\_\_\_  
Nick Christianson

\_\_\_\_\_  
Rainer Famulla

\_\_\_\_\_  
Peter Christianson

Adam Smith Growth Partners, L.P.

By: Adam Smith Companies, LLC,  
its General Partner

By:   
Tony J. Christianson, Chairman

1791890.4

TOTAL P.009