

Filing Fee: See Instructions

ID Number: 161428



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

ARTICLES OF MERGER OR CONSOLIDATION INTO
SCHWARZKOPF HOLDING CORPORATION

(Insert full name of surviving or new entity on this line.)

Handwritten notes and stamps on the right side of the page, including a date stamp 'DEC 28 2007' and a time stamp '1:58'.

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of [X] Merger or [] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Schwarzkopf Acquisition Corporation (Business Corporation, Rhode Island) and Schwarzkopf Holding Corporation (Business Corporation, Maryland).

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving or new entity is Schwarzkopf Holding Corporation which is to be governed by the laws of the state of Maryland

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

e. If the surviving entity's name has been amended via the merger, please state the new name: N/A

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is: Norman G. Orodenker, Esq., Tillinghast Licht LLP, 10 Weybosset Street, Providence, RI 02903

g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing January 2, 2008

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is Schwarzkopf Acquisition Corporation

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) January 2, 2008

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

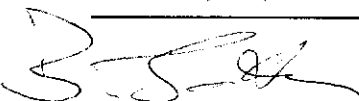
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Schwarzkopf Acquisition Corporation

Print Entity Name

By:  President

Name of person signing Title of person signing

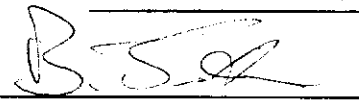
Bernhard Schretter

By: _____

Name of person signing Title of person signing

Schwarzkopf Holding Corporation

Print Entity Name

By:  President

Name of person signing Title of person signing

Bernhard Schretter

By: _____

Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** is made and entered into as of the second day of January, 2008, by and between **SCHWARZKOPF HOLDING CORPORATION**, a Maryland corporation ("SHC"), and **SCHWARZKOPF ACQUISITION CORPORATION**, a Rhode Island corporation ("SAC").

Recitals

SHC is a corporation organized and existing under the laws of the state of Maryland, incorporated on October 28, 1939, with an authorized capital stock consisting of One Hundred shares of common stock, without par value, of which Ninety-eight shares have been issued and are outstanding, and One Thousand shares of Preferred stock, without par value, of which 900 have been issued and are outstanding. SAC is a corporation organized and existing under the laws of the state of Rhode Island, incorporated on January 1, 31, 2007, with an authorized capital stock consisting of Four Thousand shares of common stock, without par value, of which one hundred shares have been issued and are outstanding, and are held by SHC. The Board of Directors of SHC, and the Shareholders of SAC deem it desirable for the future welfare and financial success of the corporations and their respective shareholders that SAC be merged with and into SHC pursuant to Sections 332 and 337 of the Internal Revenue Code of 1986, as amended, and in accordance with the provisions of Section 3-106 of the Maryland General Corporation Law and Section 7-1.2-1004 of Chapter 156B of the Rhode Island General Laws.

Agreements

SHC and SAC, therefore, mutually agree as follows:

1. **Merger.** This Agreement and Plan of Merger and the merger contemplated hereby (the "Merger") shall be submitted to the Board of Directors and Shareholders, as the case may be, of SAC and SHC, in accordance with the requirements of the laws of the state of Maryland and the state of Rhode Island, for the authorization, adoption, and approval of this Agreement and Plan of Merger, the approval of the Merger, and the authorization of the proper officers of each corporation to execute and file this Agreement. As of the Effective Date (as hereinafter defined) SAC shall be merged with and into SHC by the transfer to SHC, without any further act or deed, of all of SAC's assets of whatever nature, including, without limitation, all patents, trademarks, copyrights, trade names, trade secrets, and other intellectual property, and related applications and registrations, and goodwill associated therewith, subject to all of the liabilities and obligations of SAC, and the separate existence of SAC shall cease (except to the extent continued by statute). The appropriate officers of SHC and SAC shall take or cause to be taken any and all action as may be necessary or desirable in order to vest in and confirm in SHC title to and possession of all of the assets and rights of SAC and otherwise carry out the intent and purposes of this Agreement and Plan of Merger.

2. Surviving Corporation. The surviving corporation shall be SHC, a Maryland corporation, which shall continue its corporate existence without change and under the same name. The number of authorized shares of the capital stock of SHC shall be unchanged as a result of this Agreement and Plan of Merger. The issued shares of capital stock of SHC shall continue to represent the same number of issued shares. Upon the Effective Date, the Articles of Incorporation of SHC, as in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of SHC and shall not be changed or amended by reason of this Agreement and Plan of Merger, and the bylaws of SHC shall continue to be the bylaws of SHC until altered or amended in accordance with the provisions thereof.

3. Directors and Officers. On the Effective Date, the directors and officers of SHC who shall hold office as provided in the bylaws of SHC are as follows:

Directors

Hilde W. Schwarzkopf, Chair
Dr. Michael Schwarzkopf
Bernhard Schretter
Karlheinz Wex

Officers

President	Bernhard Schretter
Secretary and Treasurer	Andreas Schwenninger
Assistant Secretary	Norman G. Orodener

and the directors and officers of SHC shall serve until their respective successors are duly elected and qualified.

4. Effective Date. The merger of SAC with and into SHC shall for financial statement and tax reporting purposes be deemed to have become effective at midnight on January 2, 2008 (the "Effective Date").

5. Cancellation of Shares on Merger. Each share of common stock of SAC issued and outstanding shall be completely canceled and cease to exist on the Effective Date. The shares of stock of SHC, without par value, outstanding on the Effective Date, shall not be changed. As soon as practicable after the Effective Date, the stock certificates representing SAC common stock issued and outstanding at the time the Merger becomes effective shall be surrendered.


6. Effect of the Merger. On the Effective Date, SHC shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises, and be subject to all the restrictions, disabilities and duties of SAC, and SHC, and all the rights, privileges, immunities, powers and franchises of SAC, and all property, real, personal and mixed, including, without limitation, all patents, trademarks, copyrights, trade names, trade secrets, and other intellectual property, and related applications and registrations, and goodwill associated therewith,

and all liens upon any property of SAC or SHC shall be preserved unimpaired, limited in lien to the property affected by such liens on the Effective Date, and all debts, liabilities and obligations of SAC and SHC shall devolve upon SHC and may be enforced against it to the same extent as if they had been incurred or contracted by SHC.


7. **Amendments.** Any of the terms or conditions of this Agreement may be modified or waived at any time before the Effective Date by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors or Shareholders of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement.

IN WITNESS WHEREOF, SHC, and SAC have each caused this Agreement and Plan of Merger to be executed by its duly authorized officer as of the day and year first above written.

SCHWARZKOPF HOLDING CORPORATION

By: 
Bernhard Schretter, President

SCHWARZKOPF ACQUISITION CORPORATION

By: 
Bernhard Schretter, President



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Revenue
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

December 26, 2007

161428

TO WHOM IT MAY CONCERN:

Re: SCHWARZKOPF ACQUISITION CORPORATION

It appears from our records that the above named corporation has filed all the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of

MERGER-CORPORATION IS NON-SURVIVOR

Very truly yours,

David M. Sullivan
Tax Administrator

Charles J. Larocque
Chief Revenue Agent
Corporations

FILED
DEC 28 2007
By 045617
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