

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/27/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snyder Products, LLC		12/20/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Snyder Industries, Inc.		
Street Address:	4700 Fremont Street, P.O. Box 4583		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68504		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1844970	STRATIS	
Registration Number:	2173353	DECK-LOK	
Registration Number:	3535837	THERMOPALLET	
Registration Number:	3751468	ROTONICS	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	913-647-9050		
Email:	tmdocketing.vanhoozer@hoveywilliams.com		
Correspondent Name:	Thomas Van Hoozer / HOVEY WILLIAMS LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	2498.105
NAME OF SUBMITTER:	Thomas H. Van Hoozer
Signature:	/Thomas H. Van Hoozer/
Date:	03/28/2013
<p>Total Attachments: 11</p> <p>source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page1.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page2.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page3.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page4.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page5.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page6.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page7.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page8.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page9.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page10.tif source=Merger of Snyder Products, LLC into Snyder Industries, Inc#page11.tif</p>	

ARTICLES OF MERGER
of
SNYDER PRODUCTS, LLC
An Illinois limited liability company
with and into
SNYDER INDUSTRIES, INC.
a Nebraska corporation

Pursuant to Section 21-20, 134 of the Business Corporation Act of the State of Nebraska (the "BCA"), Snyder Industries, Inc., a Nebraska corporation (the "Surviving Corporation"), hereby certifies to the following information regarding the merger of Snyder Industries, LLC, an Illinois limited liability company (the "Terminating Company"), with and into the Surviving Corporation (the "Merger"):

FIRST: The names and states of incorporation of the Surviving Corporation and the Terminating Company (the "Entities") are as follows:

<u>Name</u>	<u>State</u>
Snyder Industries, Inc.	Nebraska
Snyder Products, LLC	Illinois

SECOND: The Agreement and Plan of Merger dated as of December 20, 2012 (the "Merger Agreement"), among the Terminating Company and the Surviving Corporation, setting forth the terms and conditions of the Merger and attached hereto as Exhibit A, has been approved, adopted, executed and acknowledged by each of the Entities in accordance with Sections 21-20,128 and 21-20,130 of the BCA.

THIRD: In accordance with Section 21-20,130 of the BCA, the Merger Agreement is not required to be approved by the shareholders of Snyder Industries, Inc.

FOURTH: The Merger Agreement has been approved by the sole member of the Terminating Company pursuant to Section 37-20(c) of the Limited Liability Company Act of the State of Illinois.

FIFTH: The name of the corporation surviving the Merger is "Snyder Industries, Inc."

SIXTH: The principal place of business of the Surviving Corporation is:
4700 Fremont Street
Lincoln, NE 68504

SEVENTH: These Articles of Merger, and the Merger provided for herein, shall become effective at 1 p.m. C.S.T. on December 27, 2012.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by the undersigned as of the date set forth above.

SNYDER INDUSTRIES, INC.

By: 

Name: Dave Gentry

Title: Vice President

Exhibit A

AGREEMENT AND PLAN OF MERGER

BETWEEN

SNYDER INDUSTRIES, INC.
(a Nebraska corporation)

AND

SNYDER PRODUCTS, LLC
(an Illinois limited liability company)

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 20, 2012, between Snyder Industries, Inc., a Nebraska corporation ("Snyder Industries"), and Snyder Products, LLC, an Illinois limited liability company ("Snyder Products").

RECITALS

WHEREAS, Snyder Industries is a corporation duly organized and existing under the laws of the State of Nebraska;

WHEREAS, Snyder Products is a corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Board of Directors of Snyder Industries and sole member of Snyder Products deem it advisable to merge Snyder Products with and into Snyder Industries so that Snyder Industries is the surviving corporation on the terms provided herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
MERGER

1.1 **The Merger.** After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the Limited Liability Company Act of the State of Illinois (the "LLCA") and the Business Corporation Act of the State of Nebraska (the "BCA"), Snyder Products will merge with and into Snyder Industries and Snyder Industries shall file a Certificate of Merger with the Secretary of State of the State of Illinois (the "Secretary of State") and the Secretary of State of the State of Nebraska in accordance with the provisions of the LLCA and BCA and shall make all other filings or recordings required by Illinois and Nebraska law in connection with the Merger. The Merger shall become effective at 1 p.m. C.S.T. on December 27, 2012 (the "Effective Time"). Upon the

Effective Time, the separate corporate existence of Snyder Products shall cease and Snyder Industries shall be the surviving corporation (the "Surviving Corporation").

1.2 **Conditions to the Merger.** The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement shall have been adopted by the stockholders of Snyder Industries in accordance with the requirements of the BCA and the certificate of incorporation (as may be amended, restated or modified from time to time, the "Certificate of Incorporation") and bylaws of Snyder Industries (as may be amended, restated or modified from time to time, the "Bylaws"); and

(b) This Agreement shall have been adopted by the sole member of Snyder Products in accordance with the requirements of the LLCA and the certificate of formation (as may be amended, restated or modified from time to time, the "Certificate of Formation") and limited liability company agreement (as may be amended, restated or modified from time to time, the "Limited Liability Company Agreement") of Snyder Products.

1.3 **Transfer, Conveyance and Assumption.** At the Effective Time, Snyder Industries shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights, privileges, powers and franchises of Snyder Products, and all of the assets and property of whatever kind and character of Snyder Products shall vest in Snyder Industries, as the Surviving Corporation, without further deed; thereafter, Snyder Industries, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of Snyder Products, and any claim or judgment against Snyder Products may be enforced against Snyder Industries, as the Surviving Corporation, in accordance with Section 21-20, 133 of the BCA and Section 37-30 of the LLCA.

1.4 **Certificate of Incorporation; Bylaws.**

(a) From and after the Effective Time, the Certificate of Incorporation of Snyder Industries shall be the Certificate of Incorporation of the Surviving Corporation.

(b) From and after the Effective Time, the Bylaws of Snyder Industries shall be the Bylaws of the Surviving Corporation.

1.5 **Directors and Officers of the Surviving Corporation.** From and after the Effective Time, the directors and officers of Snyder Industries serving as directors or officers of Snyder Industries immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

**ARTICLE II
CONVERSION OF SHARES**

2.1 Conversion of Interests.

(a) Upon the Effective Time, by virtue of the Merger and without any action on the part of any holders of outstanding interests of Snyder Products (the "Interests"), the Interests held immediately prior to the Effective Time shall be converted into one share of common stock, \$0.01 par value per share, of the Surviving Corporation.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Snyder Industries. Snyder Industries hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its Certificate of Incorporation or Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the stockholders of Snyder Industries in accordance with the requirements of the BCA and the Certificate of Incorporation and Bylaws of Snyder Industries, consummate the Merger and the other transactions contemplated by this Agreement.

3.2 Representations and Warranties of Snyder Products. Snyder Products hereby represents and warrants that it:

(a) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its Certificate of Formation or Limited Liability Company Agreement; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the stockholders of Snyder Products in accordance with the requirements of the LLCA and the Certificate of Formation and Limited Liability Company Agreement of Snyder Products, consummate the Merger and the other transactions contemplated by this Agreement.

ARTICLE IV TERMINATION

4.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of Snyder Industries or the sole member of Snyder Products, notwithstanding the adoption of this Agreement by the stockholders of Snyder Industries.

ARTICLE V FURTHER ASSURANCES

5.1 Further Assurances as to Snyder Industries. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Snyder Products acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Snyder Products and its proper officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of Snyder Products or otherwise to take any and all such action.

ARTICLE VI MISCELLANEOUS

6.1 Service of Process. Snyder Industries may be served with process in the State of Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of Snyder Products in which Snyder Products was previously subject to suit in Illinois and for the enforcement, as provided in the LLCA, of the right of members of Snyder Products or receive payment for their interest against Snyder Industries.

6.2 Amendment. At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of Snyder Industries and the sole member of Snyder Products, whether before or after the adoption of this Agreement by the stockholders of Snyder Industries; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by such stockholders of Snyder Industries without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of Snyder Industries and Snyder Products.

6.3 **No Waivers.** No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 **Assignment; Third Party Beneficiaries.** Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

6.5 **Governing Law.** This Agreement shall in all respects, be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Delaware.

6.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.7 **Entire Agreement.** This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have
duly executed this Agreement as of the date first written above.

SNYDER INDUSTRIES, INC.

By: *Dave Gentry*

Name: Dave Gentry

Title: Vice President

SNYDER PRODUCTS, LLC

By: *Dave Gentry*

Name: Dave Gentry

Title: Vice President

TRADEMARK

REEL: 004993 FRAME: 0800

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE
1445 "K" STREET • STATE CAPITOL SUITE 1301 • LINCOLN, NE • 68509
BUSINESS SERVICES DIVISION

CORPORATIONS

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UNIFORM COMMERCIAL CODE

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NOTARY

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JOHN A. GALE
Secretary of State

www.sos.state.ne.us

CSC- NEW YORK
SUITE 210
1180 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

December 20, 2012

ACKNOWLEDGEMENT OF FILING

The document(s) listed below were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

Please remember it is your responsibility to notify the Secretary of State's office of any change(s) in the information you filed.

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Merge In	SNYDER INDUSTRIES, INC.	25.00
Per Page Charge	SNYDER INDUSTRIES, INC.	50.00
	Total Fees Received	\$75.00

Royene Douglas
Filing Officer