

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/31/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Peak Technologies, Inc.		10/05/2012
			Entity Type
			CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Peak-Ryzex, Inc.		
Street Address:	10330 Old Columbia Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1749924	PEAK
CORRESPONDENCE DATA			
Fax Number:	3124253909		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3124258617		
Email:	chitm@nixonpeabody.com		
Correspondent Name:	Janet M. Garetto/Nixon Peabody LLP		
Address Line 1:	300 S. Riverside Plaza, 16th Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	269524-1		
NAME OF SUBMITTER:	Janet M. Garetto		
Signature:	/Janet M. Garetto/		

CH \$40.00 1749924

Date:

05/07/2013

**Total Attachments: 8**

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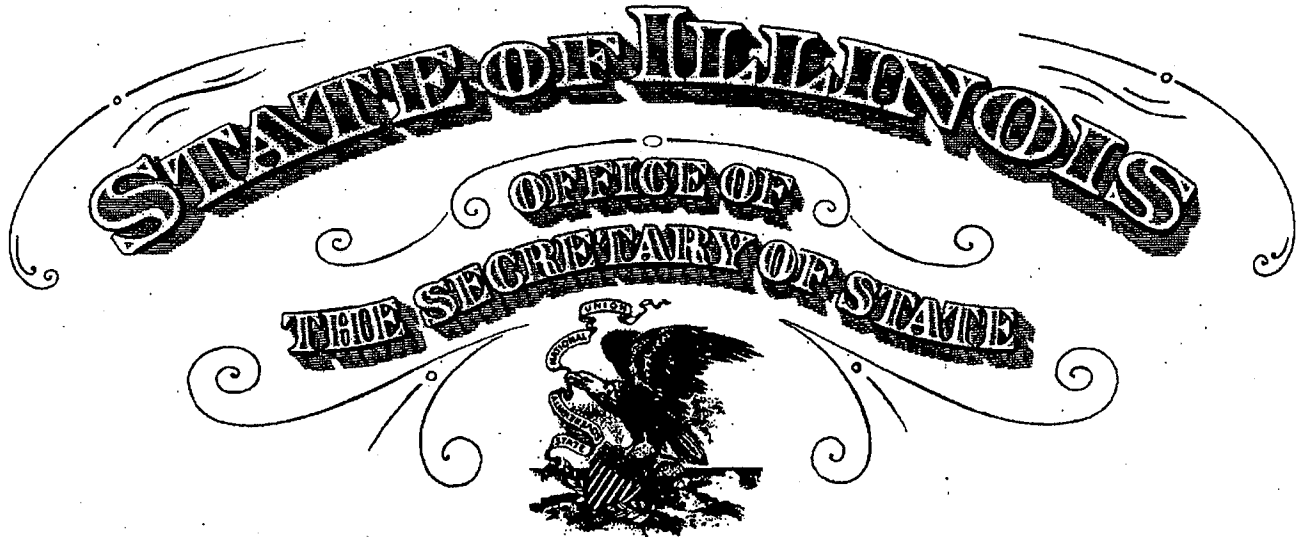
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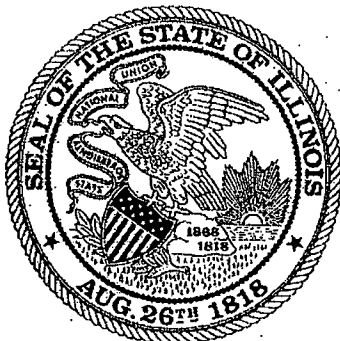
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To all to whom these Presents Shall Come, Greeting:  
I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 7 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR PEAK-RYZEX, INC..\*\*\*\*\*



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 31ST day of OCTOBER A.D. 2012

*Jesse White*

SECRETARY OF STATE

Authentication #: 1230501291  
Authenticate at: <http://www.cyberdriveillinois.com>

TRADEMARK  
REEL: 005021 FRAME: 0891

## PLAN OF MERGER

This PLAN OF MERGER (this "Plan") is made and entered into as of October 5, 2012, by and between Peak Technologies, Inc., a corporation organized and existing under the laws of the State of Illinois ("Peak") Ryzex, Inc., a corporation organized and existing under the laws of the State of Washington and a wholly-owned subsidiary of Peak ("Ryzex") and Ryzex Repair, Inc., a corporation organized and existing under the laws of the State of Arizona and a wholly-owned subsidiary of Peak ("Ryzex Repair") (collectively, the "Constituent Corporations").

### RECITALS

WHEREAS, Peak owns all of the issued and outstanding shares of Ryzex and Ryzex Repair;

WHEREAS, Peak, Ryzex and Ryzex Repair and their respective Boards of Directors have determined that the merger of Ryzex and Ryzex Repair with and into Peak (the "Merger") upon the terms and conditions set forth in this Plan is advisable and in the best interest of the Constituent Corporations and have approved the Merger; and

WHEREAS, Peak, Ryzex and Ryzex Repair and their respective Boards of Directors intend that, for U.S. federal income tax purposes, the Merger will qualify as a liquidation under section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto, being thereunto duly entered into by Ryzex and Ryzex Repair and approved by resolution of their respective Boards of Directors and sole stockholder and being thereunto duly entered into by Peak and approved by a resolution adopted by its Board of Directors and its sole stockholder, the Plan and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein, are hereby determined and agreed upon as hereinafter set forth in this Agreement.

### ARTICLE 1

#### The Merger and Effective Date

- 1.1 The Merger. The Merger will be effected pursuant to the terms and conditions set forth in this Plan. On the Effective Date of the Merger (as defined in Section 1.2), Ryzex and Ryzex Repair shall be merged with and into Peak, and the separate corporate existence of Ryzex and Ryzex Repair shall thereupon cease. Peak shall be the surviving corporation from and after the Effective Date of the Merger and shall continue to be governed by the laws of the State of Illinois (the "Surviving Corporation"), and the separate corporate existence of Peak with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger pursuant to the provisions of Section 11.20 of the Illinois Business Corporation Act (the "Act").
- 1.2 Effective Date of the Merger. Subject to the provisions hereof, as soon as practicable, the parties hereto shall take such action as is required by law to make the Merger effective, including the filing of duly executed Articles of Merger meeting the requirements of the Act with the Secretary of State of the State of Illinois. The Merger provided for in this Plan shall become effective on October 31, 2012 ("Effective Date of the Merger"). A copy of the Articles of Merger certified by the Secretary of State of the State of Illinois shall be conclusive evidence for all purposes of performance of this Plan and compliance with all conditions precedent to the Merger contemplated hereby and of the continued existence of the Surviving Corporation.

TRADEMARK

REEL: 005021 FRAME: 0892

**ARTICLE II**  
**General**

- 2.1 Approvals. The Boards of Directors and the stockholders of the Constituent Corporations have duly authorized the Merger. The Constituent Corporations agree that they will cause to be executed, filed and recorded any documents prescribed by the State of Illinois, the State of Washington and the State of Arizona and that they will cause to be performed all necessary acts within the State of Illinois, the State of Washington, the State of Arizona and elsewhere to effectuate the Merger.
- 2.2 Effect of Merger on Peak. Except as specifically set forth herein, the identity, existence, purposes, powers, objects, franchises, privileges and rights and immunities of Peak shall continue unaffected by the Merger.
- 2.3 Succession of Surviving Corporation. On the Effective Date of the Merger, the Surviving Corporation shall thereupon and thereafter possess, without further act or deed, all of the rights, privileges, powers and franchises or whatsoever nature and description, whether or not by their terms assignable, and shall be subject to all of the restrictions, liabilities and duties of Ryzex and Ryzex Repair, and all properties, real, personal and mixed, and all debts due to Ryzex and Ryzex Repair on whatever account, including all and every other interest of or belonging to or due to Surviving Corporation without further act or deed. From and after the Effective Date of the Merger, all property, rights, privileges, powers and franchises and all and every other interest of Ryzex and Ryzex Repair shall be thereafter the property of Surviving Corporation. Title to any real estate vested by deed or otherwise in Surviving Corporation shall not revert or in any way be impaired by reason of the Merger. All rights of creditors and all liens upon the property of Ryzex and Ryzex Repair shall be preserved unimpaired and limited in lien to the property affected by such liens on the Effective Date of the Merger. All debts, including subscriptions to shares and all other choses in action, contracts, liabilities, obligations and duties of Ryzex and Ryzex Repair shall thenceforth attach to the Surviving Corporation. Any claims existing or action or proceeding, whether civil, criminal or administrative, pending by or against Ryzex and Ryzex Repair may thereupon be prosecuted to judgment or decree as if such Merger had not taken place or the Surviving Corporation may be substituted in such action or proceeding.
- 2.4 Further Actions. From time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, Ryzex and Ryzex Repair shall and will execute and deliver or cause to be executed and delivered in their respective names by its last acting officers, or by corresponding officers of the Surviving Corporation, all such proper transfers, assignments, conveyances and deeds or other instruments and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successor or assigns shall deem necessary or desirable to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest in or confirm to the Surviving Corporation and its successors and assigns title to and possession of all of the property, rights, privileges, powers, franchises and immunities owned by Ryzex and Ryzex Repair immediately prior to the Effective Date of the Merger and otherwise to carry out the intent and purposes of this Plan. Unless this Plan is terminated or abandoned as provided herein, Peak and Ryzex and Ryzex Repair respectively agree to execute, deliver and file all papers and certificates required by law to make this Merger effective.

**ARTICLE III**  
**Surviving Corporation**

- 3.1 The Articles of Incorporation. The Articles of Incorporation of Peak as in effect immediately prior to the Effective Date of Merger shall be the Articles of Incorporation of the Surviving Corporation (the "Articles of Incorporation") until duly amended as provided therein or by applicable law, except, however, that Article I thereof shall be amended to read in its entirety as follow: "The name of the corporation shall be Peak-Ryzex, Inc."

- 3.2 The Bylaws. The Bylaws of Peak in effect immediately prior to the Effective Date of Merger shall be the Bylaws of the Surviving Corporation (the "Bylaws") until thereafter amended as provided therein or by applicable law.
- 3.3 Directors. The directors of Peak at the Effective Date of Merger shall, from and after the Effective Date of Merger, shall be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and the Bylaws.
- 3.4 Officers. The officers of Peak at the Effective Date of Merger shall, from and after the Effective Date of Merger, shall be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and the Bylaws.
- 3.5 Offices and Facilities. The established corporate offices and facilities of Peak immediately prior to the Effective Date of the Merger shall continue as the established offices and facilities of the Surviving Corporation after the Effective Date of the Merger. The corporate office, located at 10330 Old Columbia Road, Columbia, Maryland 21046, shall be the headquarters and principal place of business for the Surviving Corporation.

#### **ARTICLE IV Manner of Effecting the Merger**

- 4.1 Authorization of Officer. The Chairman and President, and each and every other officer of Peak shall be and hereby is authorized, empowered and directed to do all acts and things to execute, deliver and file all such documents and to pay all fees and expenses as may be necessary or desirable to carry out and comply with this Plan.
- 4.2 Cancellation of Shares. Each common share, no par value, of Ryzex, and each common share, no par value, of Ryzex Repair, which shall be issued and outstanding immediately prior to the Effective Date of the Merger shall, on the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled. The shares of common stock of Peak held by each stockholder of Peak immediately prior to the Merger shall remain the same after the Effective Date of the Merger.
- 4.3 Stock Transfer Books. The stock transfer books of Ryzex and Ryzex Repair shall be closed as of the close of business on the Effective Date of the Merger, and no transfer of records of any shares of any of Ryzex and Ryzex Repair common stock shall take place thereafter.

#### **ARTICLE V Termination**

This Plan may be terminated, and the Merger may be abandoned at the any time prior to the filing of the Articles of Merger by the consent of Peak expressed by action of its Board of Directors. In the event of the termination or abandonment hereof pursuant to this Article V, this Plan shall become void and have no effect, without any liability on the part of the parties or their directors or officers or stockholders in respect of this Plan.

#### **ARTICLE VI Miscellaneous**

- 6.1 Amendments. At any time prior to the filing of the Articles of Merger, the parties hereto may amend, modify or supplement this Agreement in such manner as they jointly may determine by the mutual consents of their respective Boards of Directors to the fullest extent permitted by applicable law.

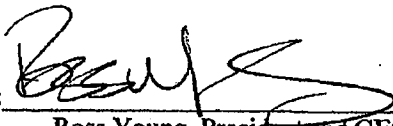
6.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and such counterpart shall be deemed to be an original instrument, and all of which shall constitute the same instrument, but only one of which need be produced.

6.2 Governing Law. This Plan shall be construed under and in accordance with the laws of the State of Illinois.

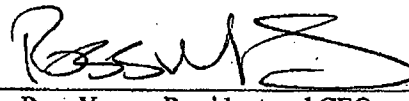
6.3 Legal Construction. In case any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Plan shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the remaining provisions of this Plan shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Plan. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Plan, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be valid and enforceable.

IN WITNESS WHEREOF, the undersigned have duly executed this Plan as of the day and year first above written.

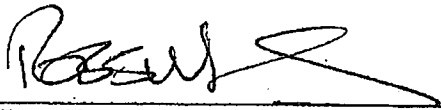
**PEAK TECHNOLOGIES, INC.**

By:   
\_\_\_\_\_  
Ross Young, President and CEO

**RYZEX REPAIR, INC.**

By:   
\_\_\_\_\_  
Ross Young, President and CEO

**RYZEX, INC.**

By:   
\_\_\_\_\_  
Ross Young, President and CEO

FORM **BCA 11.25** (rev. Dec. 2003)  
**ARTICLES OF MERGER,  
CONSOLIDATION OR EXCHANGE**  
Business Corporation Act

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-6961  
www.cyberdriveillinois.com

**FILED**

**OCT 23 2012**

JESSE WHITE  
SECRETARY OF STATE

Remit payment in the form of a  
check or money order payable  
to Secretary of State.

Filing fee is \$100, but if merger or  
consolidation involves more than two  
corporations, submit \$50 for each  
additional corporation.

File # 5553-427-6 Filing Fee: \$ 150.00 Approved lt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

**NOTE: Strike inapplicable words in items 1, 3, 4 and 5.**

1. Names of Corporations proposing to ~~consolidate~~ <sup>merge</sup> and State or Country of Incorporation.  
~~exchange~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Peak Technologies, Inc.</u>	<u>Illinois</u>	<u>5553-427-6</u>
<u>Ryzex, Inc.</u>	<u>Washington</u>	<u>6604-899-3</u>
<u>Ryzex Repair, Inc.</u>	<u>Arizona</u>	<u>NR</u>

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ <sup>surviving</sup> corporation: Peak Technologies, Inc.  
~~existing~~

b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ <sup>merger</sup> is as follows:  
~~exchange~~

Please see attached Plan of Merger.

The surviving entity is Peak Technologies, Inc. However, pursuant to the Plan of Merger attached hereto, upon the effective date of the Plan of Merger, the name of the surviving entity shall be changed to Peak-Ryzex, Inc.



5. The ~~consolidation~~ <sup>merger</sup> ~~exchange~~ was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Peak Technologies, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 – 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Not applicable to 100 percent-owned subsidiaries.

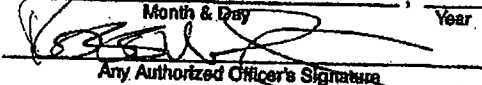
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_  
Month & Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated October 22, 2012  
Month & Day Year

  
 Any Authorized Officer's Signature

Ross Young, President and CEO  
 Name and Title (type or print)

Peak Technologies, Inc.  
 Exact Name of Corporation

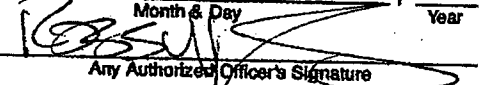
Dated October 22, 2012  
Month & Day Year

  
 Any Authorized Officer's Signature

Ross Young, President and CEO  
 Name and Title (type or print)

Ryzex, Inc.  
 Exact Name of Corporation

Dated October 22, 2012  
Month & Day Year

  
 Any Authorized Officer's Signature

Ross Young, President & CEO  
 Name and Title (type or print)

Ryzex Repair, Inc.  
 Exact Name of Corporation