

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/01/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Linatex Corporation of America, LLC		05/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Weir Slurry Group, Inc.
Street Address:	2701 South Stoughton Road
City:	Madison
State/Country:	WISCONSIN
Postal Code:	57316
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1107751	DUREX
Registration Number:	0843538	DUR-X-CEL
Registration Number:	1061127	DUR-ELAST
Registration Number:	1179843	FLEXDECK
Registration Number:	1264241	DUR-X-VULCAN
Registration Number:	1324047	DUR-X-VIBRASPAN
Registration Number:	1350314	DUR-X-SNAPDECK
Registration Number:	1523479	DUR-X-KLEEN
Registration Number:	3776858	ARMOR
Registration Number:	3506667	SNAPDECK
Serial Number:	85942943	FUSIONCAST
Serial Number:	85673257	ACCUSLOT
Registration Number:	4493590	LIVEWIRE
Registration Number:	4596745	ULTRAFLEX

CORRESPONDENCE DATA

Fax Number: 5405189037

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: jhousey@symbus.com
Correspondent Name: Janice Housey
Address Line 1: PO Box 11085
Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Janice Housey
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SIGNATURE:	/Janice Housey/
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DATE SIGNED:	05/14/2015
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Total Attachments: 9

source=Weir Slurry Group Inc -WI-Merger (Survivor)#page1.tif
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DO NOT STAPLE

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



Sec. 179.77,
180.1105,
181.1105, and
183.1204 Wis. Stats.

ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name: <u>Linatex Corporation of America, LLC</u>		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Delaware</u> (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://www2.revenue.wi.gov/interne/merger.html>

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of _____ (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://www2.revenue.wi.gov/interne/merger.html>

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate.

325512-1 18843V



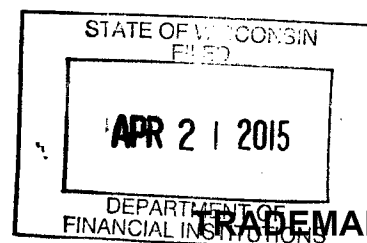
2. Surviving Entity:

Company Name: <u>Weir Slurry Group, Inc.</u>		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Wisconsin</u> (state or country)

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.

FILING FEE - \$150.00

DFI/CORP/2000(R02/14)



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REEL: 005516 FRAME: 0657

3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

The surviving entity is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

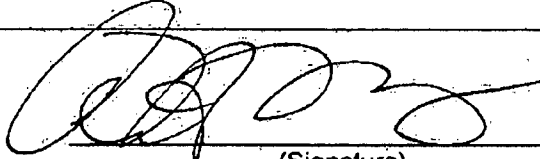
(Append or attach the **PLAN OF MERGER**, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on May 1, 2015 (date) at 12:01AM (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on April 17, 2015 (date) by the surviving entity on behalf of all parties to the merger.


 (Signature)

Mark (X) below the title of the person executing the document.

For a **limited partnership**

Title: General Partner

For a **limited liability company**

Title: Member OR Manager

AARON RAVENSCROFT

(Printed Name)

For a **corporation**

Title: President OR Secretary

or other officer title _____

This document was drafted by: James English

(Name the individual who drafted the document)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is being entered into as of this 17th day of April, 2015, by and between Weir Slurry Group, Inc., a Wisconsin corporation ("**Slurry**" or the "**Surviving Corporation**"), and Linatex Corporation of America, LLC a Delaware limited liability company and an affiliate of Slurry ("**Linatex**").

RECITALS

A. Slurry and Linatex have agreed to merge pursuant to the terms, provisions and conditions set forth in this Agreement in accordance with Sections 180.1101 and 180.1103 of the Wisconsin Business Corporation Law (the "**WBCL**") and Section 18-209(b) of the Delaware Limited Liability Company Act (the "**DLLCA**").

B. The respective Boards of Directors and shareholders of Slurry and Linatex have approved the Merger (as defined below).

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

AGREEMENT

ARTICLE I

THE MERGER

1.1 Merger; Surviving Corporation. At the Effective Time (as defined below), and subject to and upon the terms and conditions of this Agreement and Plan of Merger (this "**Agreement**"), the WBCL and DLLCA, Linatex will be merged with and into Slurry (the "**Merger**"), whereupon the separate existence of Linatex will cease, and Slurry will be the Surviving Corporation of the merger and will continue to exist under and be governed by the WBCL.

1.2 Articles of Merger. Slurry and Linatex will cause the Merger to be consummated by filing (a) Articles of Merger with the Wisconsin Department of Financial Institutions as required by the WBCL and (b) Certificate of Merger with the Delaware Secretary of State as required by the DLLCA (together, the "**Merger Filings**"), and will make all other filings or recordings required by the WBCL and the DLLCA in connection with the Merger.

1.3 Effective Time. The Merger will become effective at 12:01 A.M. Eastern Time on May 1, 2015 (the "**Effective Time**").

ARTICLE II

CERTIFICATE OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

2.1 Articles of Incorporation of the Surviving Corporation. Immediately following the Effective Time, the Articles of Incorporation of Slurry, as in effect immediately prior to the Effective Time,

shall thereafter serve as the Articles of Incorporation of the Surviving Corporation until amended or restated in accordance with its terms and the WBCL.

2.2 Bylaws of the Surviving Corporation. The Bylaws of Slurry, as in effect immediately prior to the Effective Time, shall thereafter serve as the Bylaws of the Surviving Corporation until thereafter amended or repealed in accordance with their terms and Section 180.1020 of the WBCL.

2.3 Directors and Officers of the Surviving Corporation. At the Effective Time, the members of the board of directors and the executive officers of Slurry shall be the members of the board of directors and the executive officers of the Surviving Corporation to serve, in the case of directors, until their successors are elected and qualified and, in the case of officers, at the pleasure of the Board of Directors of the Surviving Corporation; in each instance, until such director's or officer's earlier death, resignation or removal in accordance with Slurry's Certificate of Incorporation and Bylaws and the WBCL.

ARTICLE III

EFFECTS OF THE MERGER

3.1 Effects of Merger. At the Effective Time, the effects of the Merger will be as provided by this Agreement and by the applicable provisions of the WBCL and the DLLCA.

3.2 Further Action by Slurry. If after the Effective Time, the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of Linatex or otherwise to carry out the provisions of this Agreement, the directors or officers of Linatex last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of Linatex last in office are not able or available to execute such documentation or perform such acts, the directors and officers of the Surviving Corporation will be authorized to act on behalf of Linatex.

ARTICLE IV

CONVERSION OF SECURITIES

4.1 Conversion of Slurry Stock. At the Effective Time, each share of capital stock of Slurry issued and outstanding immediately prior to the Effective Time will be converted into and become one fully paid, nonassessable share of capital stock of the Surviving Corporation (the "**Surviving Corporation Capital Stock**"). Each certificate representing outstanding shares of Slurry will at the Effective Time represent an equal number of shares of Surviving Corporation Capital Stock.

4.2 Cancellation of Linatex Membership Units. At the Effective Time, by virtue of the Merger and without any action on the part of the sole member of Linatex, Linatex's sole member, the stockholders of Slurry or Slurry's board of directors, each membership unit of Linatex prior to the Effective Time will be cancelled and extinguished and will cease to exist.

ARTICLE V

MISCELLANEOUS

5.1 Abandonment or Amendment. At any time prior to the Effective Time, Slurry or Linatex may abandon the proposed Merger to the extent permitted by law or may amend this Agreement pursuant to a writing signed by both parties.

5.2 Headings. The headings of articles and sections of this Agreement are for convenience of reference only, are not a part of this Agreement, and are not to be deemed to limit or affect any of the provisions this Agreement.

5.3 Complete Agreement. This Agreement contains the complete agreement among the parties with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

5.4 Third Parties. Nothing herein expressed or implied is intended or is to be construed to confer upon or give to any person, other than the parties to this Agreement or their respective successors and assigns, any rights, remedies, obligations or liabilities under, or by reason of, this Agreement.


5.5 Counterparts. This Agreement may be executed in one or more counterparts (including facsimile and other electronically transmitted counterparts), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the laws that might be applicable under conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized on the day and year first above written.

WEIR SLURRY GROUP, INC.

By: 

Aaron Ravenscroft, President

LINATEX CORPORATION OF AMERICA, LLC


By: _____
Peter Atkinson, Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized on the day and year first above written.

WEIR SLURRY GROUP, INC.

By: _____
Aaron Ravenscroft, President

LINATEX CORPORATION OF AMERICA, LLC

By:  _____
Peter Atkinson, Authorized Signatory

Fee simple ownership interest Yes No (for DFI use only)
ARTICLES OF MERGER

CT Pick-up Basket

▲ Enter your return address within the bracket above.
Phone number during the day: (817) 953 - 7993

INSTRUCTIONS (Ref. Sec. 179.77, 180.11045, 180.1105, 181.1105, and 183.1204, Wis. Stats. for document content)

Submit one original along with the required filing fee of \$150.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under sec. 179.14(1g)(c), 180.0103(16), 181.0103(23) or 183.0107(1g)(c).

Mailing Address: Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	Physical Address for Express Mail: Department of Financial Institutions Division of Corporate & Consumer Services 201 W. Washington Ave - Suite 300 Madison WI 53703	Phone: 608-261-7577 FAX: 608-267-6813 TTY: 711
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NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

1. Enter the company name, type of entity, and state of organization of each non-surviving party to the merger. Definitions of foreign entity types are set forth in ss. 179.01(4), 180.0103(9), 181.0103(13) and 183.0102(8), Wis. Stats. Select yes or no to indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate. See sec. 73.14 and 77.25, Wis. Stats., or contact the Wisconsin Department of Revenue at (608)266-1594 for questions regarding fee simple ownership interest and the filing requirements with that department.

2. Enter the company name, type of entity, and state of organization of the surviving entity.

3. Indicate whether or not the surviving entity is a Domestic or Foreign Corporation that is an indirect wholly owned subsidiary or parent. See sec. 180.11045(1)(b), Wis. Stats. for definition.

4. This Article states the manner in which the Plan of Merger was approved. If the surviving entity is a domestic or foreign nonstock corporation, complete the **CONTINGENCY STATEMENT**. Append or attach the Plan of Merger. A Plan of Merger template is available on page 2 of this document.

5. (Optional) If the merger is to take effect at a time other than the close of business on the day the articles of merger are delivered to the department for filing, state the effective date or date and time. An effective date may not be earlier than the date the document is delivered to the Department of Financial Institutions, nor a date more than 90 days after its delivery.

6. Enter the date of execution and the name and title of the person signing the document. If, for example, the surviving entity is a domestic limited liability company, the Articles of Merger would be signed by a Member or Manager of the limited liability company; if the surviving entity is a corporation, by an officer of the corporation, etc.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

DFI/CORP/2000(R02/14)

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For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

ARTICLES OF MERGER - Ch. 180

WEIR SLURRY GROUP, INC.

Received Date: 4/20/2015

Filed Date: 4/21/2015

Filing Fee: \$150.00

Expedited Fee: \$25.00

Total Fee: \$175.00

Entity ID#: 1W13911

MERGING: AN UNLICENSED FOREIGN LLC (NON-SURVIVOR)
INTO: WEIR SLURRY GROUP, INC.
(WISCONSIN DOMESTIC CORP) (SURVIVOR)

EFFECTIVE DATE: 5/1/2015

FSOI: NO