

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/1989

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W.P. HICKMAN COMPANY		12/19/1989	CORPORATION: MICHIGAN
HICKMAN ENTERPRISES, INC.		12/19/1989	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	W.P. HICKMAN COMPANY
Street Address:	175 Sweeten Creek Rd.
City:	Asheville
State/Country:	NORTH CAROLINA
Postal Code:	28813
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1266848	
Registration Number:	1266849	HICKMAN
Registration Number:	1304706	PERMASNAP
Registration Number:	1304707	ECONOSNAP
Registration Number:	1307645	SAFEGUARD
Registration Number:	1603398	METAL-LOCK
Registration Number:	1600356	THE LEADING EDGE
Registration Number:	2255288	MBED
Registration Number:	3967684	ECOEDGE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8605279211

Email: alixyaleristas@gmail.com

Correspondent Name: NANCY KENNEDY

Address Line 1: 750 MAIN ST

TRADEMARK

Address Line 2: ALIX, YALE & RISTAS, LLP
Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	OMGHES/M600
NAME OF SUBMITTER:	NANCY KENNEDY
SIGNATURE:	/NANCY KENNEDY/
DATE SIGNED:	06/08/2015

Total Attachments: 7

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ARTICLES OF MERGER OF W. P. HICKMAN COMPANY,
 (a Michigan corporation) INTO HICKMAN ENTERPRISES, INC.,
 (a North Carolina corporation whose name is hereby
 changed to W. P. HICKMAN COMPANY)

DOCUMENT #469023
 DATE 12/31/89 TIME 15:37
 FILED
 REGISTER
 OFFICE OF STATE
 NORTH CAROLINA

The undersigned corporations hereby execute these Articles of Merger for the purpose of merging into one of such corporations as hereinafter stated:

(1) The name of each of the undersigned corporations and the State in which they were respectively organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
W. P. Hickman Company	Michigan
Hickman Enterprises, Inc.	North Carolina

(2) This merger is permitted by the laws of the state under which each such corporation is organized.

(3) The name of the surviving corporation ^{as changed} is to be W. P. HICKMAN COMPANY, a corporation organized under the laws of the State of North Carolina. The surviving corporation will not engage in business in the State of Michigan after the effective date hereof of said merger as hereinafter stated.

(4) Each undersigned corporation has complied with the applicable provisions of the laws of the State under which it was organized [Sections 731 of the Michigan Business Corporation Act and Section 55-111 of the General Statutes of North Carolina, respectively], and the Agreement and Plan of Merger attached hereto as Exhibit "A" was duly approved by the Board of Directors and Stockholders of each of the undersigned corporations in the manner prescribed by the laws of their respective states of incorporation.

(5) Said merger is to be effective as of 11:59:59 p.m., Eastern Standard Time, on December 31, 1989.

(6) As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class Designation of Class</u>	<u>Number of Shares</u>
W. P. Hickman Company (a Michigan corporation)	1,032	\$25.00 per common	1,032
Hickman Enterprises, Inc. (a North Carolina corporation)	40	\$25.00 per common	40

(7) As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, were as follows:

<u>Name of Corporation</u>	<u>Total Voted</u>		<u>Entitled to Vote as a Class</u>	<u>Voted</u>	
	<u>For</u>	<u>Against</u>		<u>For</u>	<u>Against</u>
W. P. Hickman Company (a Michigan corporation)	1,032	0	\$25.00 per common	1,032	0
Hickman Enterprises, Inc. (a North Carolina corporation)	40	0	\$25.00 per common	40	0

IN WITNESS WHEREOF, these Articles and Certificate of Merger are signed by the President and the Secretary of each corporation in quadruple originals this 19th day of December, 1989.

HICKMAN ENTERPRISES, INC.
(a North Carolina Corporation)

By: [Signature]
President

ATTEST:

[Signature]
Secretary

W. P. HICKMAN COMPANY
(a Michigan Corporation)

By: [Signature]
President

ATTEST:

[Signature]
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ann Hill Cory, a Notary Public, hereby certify that on this 19th day of December, 1989, personally appeared before me John B. Hickman, President of W. P. HICKMAN COMPANY, a Michigan corporation, and Faye C. Martin, Assistant Secretary of said corporation, each of whom being by me first duly sworn, declared that he and she have read the foregoing Articles of Merger, that he and she understand the meaning and purport of the statements therein contained, that the statements therein contained are true and that he and she, in their said respective capacities, are authorized to sign the foregoing Articles and Certificate of Merger on behalf of said corporation.

My commission expires:

12/17/92

Ann Hill Cory
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Ann Hill Cory, a Notary Public, hereby certify that on this 19th day of December, 1989, personally appeared before me John B. Hickman, President of HICKMAN ENTERPRISES, INC., a North Carolina corporation, and Faye C. Martin, Secretary of said corporation, each of whom being by me first duly sworn, declared that he and she have read the foregoing Articles of Merger, that he and she understand the meaning and purport of the statements therein contained, that the statements therein contained are true and that he and she, in their said respective capacities, are authorized to sign the foregoing Articles and Certificate of Merger on behalf of said corporation.

My commission expires:

12/17/92

Ann Hill Cory
Notary Public

"EXHIBIT A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated December 19th, 1989, by and between W. P. HICKMAN COMPANY, a Michigan corporation, (hereinafter called "Hickman Michigan"), and HICKMAN ENTERPRISES, INC., a North Carolina corporation, (hereinafter called "Hickman North Carolina");

W I T N E S S E T H:

WHEREAS: (1) The Boards of Directors and Stockholders of Hickman Michigan and Hickman North Carolina, have resolved that Hickman Michigan be merged under and pursuant to the applicable provisions of Chapter 7 of the Business Corporation Act of Michigan and Chapter 55 of the General Statutes of North Carolina into Hickman North Carolina, which shall be the surviving corporation and shall continue as a North Carolina corporation after the effective date of said merger, in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

(2) The authorized capital stock of Hickman Michigan consists of 5,000 shares of common stock with a par value of \$25.00 per share, of which 1,032 shares are issued and outstanding;

(3) The authorized capital stock of Hickman North Carolina consists of 5,000 shares of common stock with a par value of \$25.00 per share of which 40 shares are outstanding as of the date of this Agreement and of which an additional 1,032 shares will be issued pursuant hereto.

(4) The respective Boards of Directors and Stockholders of Hickman Michigan and Hickman North Carolina have approved the merger of said corporations upon the terms and conditions hereinafter set forth

and have approved this Agreement as by law provided.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereby agree in accordance with the corporate laws of the States of Michigan and North Carolina that Hickman Michigan shall, at the effective date hereof as hereinafter specified, be merged into Hickman North Carolina which shall be the surviving corporation and shall continue as a North Carolina corporation after said effective date, and the parties hereto adopt and agree to the agreements, terms and conditions relating to said merger and the manner of carrying the same into effect as hereinafter stated.

I. On the effective date of this merger, the separate existence of Hickman Michigan shall cease and Hickman Michigan shall be merged into Hickman North Carolina which, as the surviving corporation under this Agreement, shall, pursuant to Section 722 of the Michigan Business Corporation Act and Section 55-110 of the General Statutes of North Carolina, possess all the rights, privileges and powers and be subject to all the obligations of Hickman Michigan. To said end, all property, real, personal and mixed, and all debts due Hickman Michigan on whatever account and any and all choses in action or other assets of said Hickman Michigan shall thereafter be the property of Hickman North Carolina. Further, all rights of creditors and all liens upon any property of Hickman Michigan shall be preserved unimpaired and all debts, liabilities and duties of Hickman Michigan shall thenceforth be attached to Hickman North Carolina and may be enforced against it as to the same extent as if said debts, liabilities and duties had been incurred or contracted by Hickman Michigan. At any time or from time to time after

the effective date of this merger, the appropriate officers of Hickman Michigan shall, in the name of Hickman Michigan, execute and deliver all such proper deeds, assignments and other instruments and take, or cause to be taken, all such further actions as shall be requested by Hickman North Carolina in order to vest, perfect and confirm in Hickman North Carolina, title to and possession of all property, rights, privileges and powers of Hickman Michigan and otherwise to carry out the purposes of this Agreement.

II. The name of Hickman North Carolina shall be changed to W. F. HICKMAN COMPANY upon the effective date hereof.

III. The Bylaws of Hickman Michigan as in effect on the date hereof shall from and after the effective date of this merger be and continue to be the Bylaws of Hickman North Carolina until changed as provided by law.

IV. Each outstanding share of the \$25.00 par value common stock of Hickman Michigan as of the effective date of this merger shall be converted into and exchanged for one share of the \$25.00 par value common stock of Hickman North Carolina. The holders of the presently outstanding shares of Hickman Michigan shall surrender all certificates for the same to the Secretary of Hickman Michigan on or before the effective date of this merger and the Secretary of Hickman Michigan shall thereupon deliver said certificate or certificates to the Secretary of Hickman North Carolina in exchange for one (1) or more stock certificates for an equivalent number of shares of the \$25.00 par common stock of Hickman North Carolina, with the result that 1,032 shares of said \$25.00 common stock of Hickman North Carolina shall be issued in exchange for 1,032 shares of the \$25.00 par common stock of

Hickman Michigan presently outstanding.

V. The effective time and date of this merger shall be 11:59:59 p.m. Eastern Standard Time on December 31, 1989. Certificates of merger shall be pre-filed, as appropriate, with the Michigan Department of Commerce and North Carolina Secretary of State prior to said effective date.

VI. This Agreement and Plan of Merger may be terminated and the merger provided for hereunder abandoned at any time prior to the foregoing effective date upon the adoption by the Board of Directors of either Hickman Michigan or Hickman North Carolina of a resolution abandoning this Agreement of Merger.

IN WITNESS WHEREOF, this Agreement has been executed by Hickman Michigan and Hickman North Carolina by their respectively duly authorized officers, as of the date first above written.

HICKMAN ENTERPRISES, INC.
(a North Carolina Corporation)
(Herein referred to as Hickman
North Carolina and the surviving
corporation pursuant to this
Article of Merger and with its
name changed hereby to W. P.
HICKMAN COMPANY)

By: *J. B. Smith*
President

ATTEST:

Faye C. Martin
Secretary

W. P. HICKMAN COMPANY
(a Michigan Corporation)
(Herein referred to as Hickman
Michigan)

By: *J. B. Smith*
President

ATTEST:

Faye C. Martin
Assistant Secretary