

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345206

| | |
|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 06/15/2015 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|--------------------------------------|
| Eagle Ottawa, LLC | | 06/15/2015 | LIMITED LIABILITY COMPANY: WISCONSIN |

RECEIVING PARTY DATA

| | |
|--------------------------|--------------------------------------|
| Name: | Eagle Ottawa North America, LLC |
| Street Address: | 21557 Telegraph Road |
| Internal Address: | c/o Lear Corporation |
| City: | Southfield |
| State/Country: | MICHIGAN |
| Postal Code: | 48033 |
| Entity Type: | LIMITED LIABILITY COMPANY: WISCONSIN |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86354677 | AIRSANA |
| Serial Number: | 77871158 | ANSOLÉ |
| Serial Number: | 73605656 | EAGLE OTTAWA |
| Serial Number: | 73605655 | EAGLE OTTAWA |
| Serial Number: | 85086813 | NATALLE |
| Serial Number: | 85086826 | N NATALLE COMPOSITION LEATHER INNOVATIVE |
| Serial Number: | 85621384 | REALITE |
| Serial Number: | 85895752 | TOPSUEDE |

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman c/o Winston & Strawn

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

CH \$215.00 86354677

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 002378.00014 |
| NAME OF SUBMITTER: | Becky L. Troutman |
| SIGNATURE: | /Becky L. Troutman/ |
| DATE SIGNED: | 06/19/2015 |

Total Attachments: 6

source=Eagle Ottawa LLC- Eagle Ottawa North America LLC -WI-Merger-150615#page1.tif
source=Eagle Ottawa LLC- Eagle Ottawa North America LLC -WI-Merger-150615#page2.tif
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ONLINE
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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: Eagle Ottawa, LLC | | |
| 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>Wisconsin</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/Internet/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 <u> </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/Internet/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.

2. Surviving Entity:

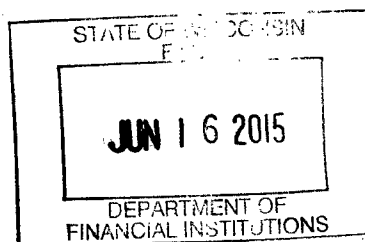
| | | |
|---|---|--|
| Company Name: Eagle Ottawa North America, LLC | | |
| Indicate (X) Entity Type | <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation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

W-011 - 02/13/14 Walkers Klemmer Online



TRADEMARK
REEL: 005556 FRAME: 0666

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 6/15/2015 (date) at 3 00 PM (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 June 15, 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

William P. McLaughlin, Manager

(Printed Name)

For a limited partnership

Title General Partner

For a corporation

Title President OR Secretary or other officer title _____

For a limited liability company

Title Member OR Manager

This document was drafted by Michelle Kallick
(Name the individual who drafted the document)

DFI/CORP/2000(R02/14)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger"), is dated as of June 15, 2015, by and between Eagle Ottawa North America, LLC, a Wisconsin limited liability company ("EONA" or, after the Effective Date (as defined below), the "Surviving Entity"), and Eagle Ottawa, LLC, a Wisconsin limited liability company ("EO").

WITNESSETH that:

WHEREAS, EONA and EO are limited liability companies organized under the laws of the State of Wisconsin;

WHEREAS, the Wisconsin Limited Liability Company Act (the "Act") permits a limited liability company organized and existing under the Act to merge with and into a limited liability company organized and existing under the Act;

WHEREAS, the management of EO is vested in its board of directors;

WHEREAS, the management of EONA is vested in its board of directors;

WHEREAS, the member and the board of directors of each of EO and EONA have duly authorized the merger of EO with and into EONA pursuant to the terms of this Plan of Merger, and have adopted and approved this Plan of Merger; and

WHEREAS, all other conditions precedent to the merger of EO with and into EONA have been, or prior to the Effective Date will be, satisfied or validly waived;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the Act, EO shall be, and hereby is, as of the Effective Date, merged with and into EONA (the "Merger"), with EONA to be the Surviving Entity. The mode of carrying the Merger into effect shall be as follows:

FIRST: EO shall merge itself with and into EONA with EONA as the Surviving Entity.

SECOND: Articles of Merger evidencing the Merger shall be filed with the State of Wisconsin Department of Financial Institutions (the "Articles of Merger") pursuant to the Act. The Articles of Merger shall specify that the Merger shall become effective on June 15, 2015 (the "Effective Date").

THIRD: The Merger shall become effective on the Effective Date.

FOURTH: The Articles of Organization and Operating Agreement of the Surviving Entity, as in effect on the Effective Date, shall continue in full force and effect as the Articles of Organization and Operating Agreement of the limited liability company surviving the Merger.

FIFTH: Upon effectiveness of the Merger, each ownership interest of EO outstanding on the Effective Date shall by virtue of the Merger, and without any further action on the part of the holder of said ownership interest or on the part of EO, be canceled without consideration. The holder of such ownership interest shall become the holder of an equal ownership interest of the Surviving Entity.

SIXTH: EONA shall issue 1,000 ownership interests of EONA ("Units") to Albert Trostel & Sons Company, a Wisconsin corporation ("ATSC"), following the consummation of the Merger, representing 50% of the issued and outstanding Units, resulting in ATSC owning a total of 2,000 Units, representing 100% of the issued and outstanding Units;

SEVENTH: Upon effectiveness of the Merger, the directors and officers of the Surviving Entity shall continue as directors and officers of the limited liability company surviving the Merger until their successors shall have been duly elected and qualified as provided in the Articles of Organization and Operating Agreement of the Surviving Entity.

EIGHT: Notwithstanding anything contained herein to the contrary, the Merger may be terminated and abandoned by the member of EO or the member of EONA at any time prior to the filing of the Articles of Merger with the Department of Financial Institutions of the State of Wisconsin, if the member of EO or the member of EONA should decide that it would not be in the best interest of the Surviving Entity.

NINTH: On the Effective Date, the Surviving Entity shall, without other transfer, succeed to and have all the rights, privileges, immunities and franchises, and be subject to all the restrictions, disabilities and duties, of EO, and all property, real, personal and mixed, and all debts due to EO on whatever account, shall be vested in the Surviving Entity; and all property, rights, privileges, powers, franchises and each and every other interest shall be thereafter as effectively the property of the Surviving Entity as they were of EO.

TENTH: This Plan of Merger may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be duly executed and delivered by its respective officers thereunto duly authorized, all as of the day and year first written above.

EAGLE OTTAWA, LLC

By: William P. McLaughlin
Name: William P. McLaughlin
Title: Secretary

EAGLE OTTAWA NORTH AMERICA,
LLC

By: William P. McLaughlin
Name: William P. McLaughlin
Title: Secretary



For Office



**State of Wisconsin
Department of Financial Institutions**

Endorsement

**ARTICLES OF MERGER - Ch. 183
EAGLE OTTAWA NORTH AMERICA, LLC**

Received Date: 6/15/2015

Filed Date: 6/16/2015

Filing Fee: \$150.00

Expedited Fee: \$25.00

Total Fee: \$175.00

Entity ID#: E028054

MERGING:

EAGLE OTTAWA, LLC (WISCONSIN DOMESTIC LLC) (NON-SURVIVOR)

INTO:

EAGLE OTTAWA NORTH AMERICA, LLC (WISCONSIN DOMESTIC LLC) (SURVIVOR)

FSOI: NO

OOS#201506154341362

RETURN TO:

CT CORPORATION SYSTEM
PICK UP