

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346141

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	06/29/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lagasse, LLC		06/29/2015	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Essendant Co.		
<b>Street Address:</b>	One Parkway North Blvd.		
<b>City:</b>	Deerfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3687043	BOARDWALK	
<b>Registration Number:</b>	3397269	BOARDWALK	
<b>Registration Number:</b>	2429442	BOARDWALK	
<b>Registration Number:</b>	3738448	SWEET BOUQUET	
<b>Serial Number:</b>	86480848	BOARDWALK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8478087238		
<i>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.</i>			
<b>Phone:</b>	847-808-5500		
<b>Email:</b>	mail@iphorgan.net		
<b>Correspondent Name:</b>	Carlynn Davis		
<b>Address Line 1:</b>	195 Arlington Heights Rd.		
<b>Address Line 2:</b>	Ste 25		
<b>Address Line 4:</b>	Buffalo Grove, ILLINOIS 60089		
<b>ATTORNEY DOCKET NUMBER:</b>	ESN 0058 WW		
<b>NAME OF SUBMITTER:</b>	Carlynn Davis		
<b>SIGNATURE:</b>	/Carlynn Davis/		

OP \$140.00 3687043

**DATE SIGNED:**

06/29/2015

**Total Attachments: 13**

source=Essendant Co -IL-Merger (Survivor)#page1.tif

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## OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JUNE 9, 2015

1648-748-1

CT CORPORATION SYSTEM  
118 W EDWARDS ST STE 200  
SPRINGFIELD IL 62704

RE ESSENDANT CO.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF MERGER REGARDING THE ABOVE NAMED CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE SURVIVING CORPORATION SHALL EXECUTE A REPORT FOLLOWING MERGER (FORM BCA 14.35) AND FILE IT IN THIS OFFICE WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE MERGER. THIS FORM IS AVAILABLE ON OUR WEBSITE AT [WWW.CYBERDRIVEILLINOIS.COM](http://WWW.CYBERDRIVEILLINOIS.COM). CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

FORM **BCA 11.39** (rev. Dec. 2003)  
**ARTICLES OF MERGER**  
**BETWEEN ILLINOIS CORPORATIONS**  
**AND LIMITED LIABILITY COMPANIES**  
 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**

JUN 09 2015

JESSE WHITE  
 SECRETARY OF STATE

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

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

File # 1648-748-1 Filing Fee: \$ 100.00 Approved: Jt

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

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<u>Essendant Co.</u>	<u>Illinois</u>	<u>D 1648-748-1</u>
<u>Lagasse, LLC</u>	<u>Illinois</u>	<u>0409-2872</u>

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Essendant Co.

b. Corporation or Limited Liability Company shall be governed by the laws of Illinois

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:  
 See attached Agreement and Plan of Merger.  
 Effective date of the merger is June 29, 2015.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

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. (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Essendant Co.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pursuant to Sec. 11.20 (c) No vote of shareholders is required	<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 survivor is an Illinois Corporation or an Illinois Limited Liability Company.

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

- a. The surviving Limited Liability Company 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 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 Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company 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 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. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated June 4, 2015 Essendant Co.  
Month & Day Year Exact Name of Corporation  
EA Blanchard  
Any Authorized Officer's Signature  
Eric A. Blanchard, SVP, General Counsel, Sec  
Name and Title (type or print)

Dated \_\_\_\_\_  
Month & Day Year Exact Name of Corporation  
\_\_\_\_\_  
Any Authorized Officer's Signature  
\_\_\_\_\_  
Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated June 4, 2015 Lagasse, LLC  
Month & Day Year Exact Name of Limited Liability Company  
EA Blanchard  
Signature  
Eric A. Blanchard, manager  
Name and Title (type or print)

Dated \_\_\_\_\_  
Month & Day Year Exact Name of Limited Liability Company  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated June 4, 2015 by and between LAGASSE, LLC., an Illinois limited liability company (the “**Merged Company**”), and ESSENDANT CO., an Illinois corporation (the “**Survivor**”).

WHEREAS, the Merged Company was formed, as an Illinois limited liability company, on November 20, 2012 with the Illinois Secretary of State;

WHEREAS, the Survivor was formed, as an Illinois corporation, on April 11, 1922 with the Illinois Secretary of State;

WHEREAS, Survivor owns all of the membership interests of the Merged Company;

WHEREAS, P. Cody Phipps, Timothy P. Connolly and Todd A. Shelton are the directors of the Survivor; and

WHEREAS, the parties desire to merge the Merged Company with and into the Survivor such that each membership interest of the Merged Company issued and outstanding immediately prior to the Effective Time (as defined below) and all rights in respect thereof, shall be eliminated and its existence shall cease.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Section 2 below) the Merged Company shall be merged with and into the Survivor, and the Survivor shall be the surviving corporation. The merger of the Merged Company with and into the Survivor shall hereinafter be referred to as the “**Merger**”. The street address of the Survivor is and shall remain One Parkway North Boulevard, Deerfield, Illinois 60015.

2. Effective Time. The effective date of the Merger shall be June 29, 2015 (the “**Effective Time**”).

3. Effect of the Merger. At the Effective Time, the separate existence of the Merged Company shall cease; the Survivor shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, and franchises, both of a public and private nature, of each of the parties to the Merger; and all property, real, personal, and mixed, and all debts due on whatever account, including membership interests in the Merged Company, and all choses in action, and all and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and the title to any real estate, or any interests therein, vested in either of the parties to the Merger shall not revert or be in any way impaired by reason of the Merger. At the Effective Time the Survivor shall become responsible and liable for all of the liabilities and obligations of each of the parties to the Merger, and neither the rights of creditors nor any liens upon the property of either of the parties shall be impaired by the Merger. The articles of

incorporation of the Survivor as of immediately prior to the Effective Time shall continue to be its articles of incorporation as of the Effective Time, and no changes to such articles of incorporation are to be effected by virtue of the Merger.

4. Effect on Membership Interests and Capital Stock. At the Effective Time, each membership interest of the Merged Company issued and outstanding immediately prior to the Effective Time and all rights in respect thereof, shall be eliminated, and the existence of each shall cease. Each share of capital stock of Survivor outstanding immediately prior to the Effective Time shall not be affected by the Merger and shall continue to have the identical designations, preferences, qualifications, limitations, restrictions and special or relative rights immediately after the Effective Time.

5. Termination. This Agreement may be terminated, and the Merger abandoned, at any time prior to the filing of the Articles of Merger by the consent of the sole member and managers of the Merged Company and the consent of the shareholders and directors of the Survivor.

6. Approval. This Agreement and Plan of Merger has been approved: (i) by the sole member and all of the managers of the Merged Company; and (ii) by the directors of the Survivor, pursuant to the Illinois Business Corporation Law and the Illinois Limited Liability Company Act. Pursuant to Section 11.20(c) of the Illinois Business Corporation Law, no act of the shareholders of Survivor is required or will be obtained in connection with the Merger.


7. Further Assurances. From time to time after the Effective Time, as and when required by the Survivor or by its successors and assigns, the last acting appropriate officer of the Merged Company shall execute and deliver such deeds and other instruments, and there shall be taken or caused to be taken by it, such further and other actions as shall be necessary or appropriate in order to vest or perfect, or to confirm or record or otherwise, in the Survivor title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of the Merged Company and otherwise to carry out the purposes of this Agreement, and the President, Chief Executive officer, Chief Financial Officer, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer of the Survivor is fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

*Signature Page Follows*




IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed by the parties hereto on the date first above written.


**LAGASSE, LLC,**  
**An Illinois limited liability company**

By:   
Name: Eric A. Blanchard  
Title: Manager and Senior Vice President,  
General Counsel and Secretary

**ESSENDANT CO.**  
**An Illinois corporation**

By:   
Name: Todd A. Shelton  
Title: Senior Vice President and Chief  
Financial Officer

THE UNDERSIGNED, being the duly elected Assistant Secretary of LAGASSE, LLC, an Illinois limited liability company (the "Company"), hereby certifies that the sole member of the Company has approved and authorized the herein described Agreement and Plan of Merger, such approval and authorization evidenced by the execution hereof by Eric A. Blanchard, as Manager and Secretary of the Company.

  
Name: Cheryl Cromer  
Title: Assistant Secretary



## OFFICE OF THE SECRETARY OF STATE

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JESSE WHITE • Secretary of State

0409287-2

06/11/2015

ILLINOIS CORPORATION SERVICE C  
801 ADLAI STEVENSON DRIVE  
SPRINGFIELD, IL 62703-4261

RE LAGASSE, LLC

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE-NAMED COMPANY HAVE BEEN  
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

*Jesse White*

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY DIVISION  
(217) 524-8008

Form **LLC-37.25**  
May 2012

**Secretary of State**  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
Limited Liability Company Act  
**Articles of Merger**

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$ 100.00  
(Filing fee \$100 plus \$50 each entity more than two)

Approved: JS

FILE # 0409-2872  
This space for use by Secretary of State.

**FILED**

JUN 09 2015

JESSE WHITE  
SECRETARY OF STATE

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Essendant Co.</u>	<u>corporation</u>	<u>Illinois</u>	<u>4-11-1922</u>	<u>D 1648-748-1</u>
<u>Lagasse, LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>11-20-2012</u>	<u>0409-2872</u>

2. A copy of the plan as approved must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Essendant Co.
- b. Address of Surviving Entity: One Parkway North Blvd, Deerfield, IL 60015
- c. File Number (if any): D 1648-748-1
- d. Jurisdiction: Illinois

4. Effective date of merger: (check one)
- a.  the filing date, or
- b.  a later date, but not more than 30 days subsequent to the filing date: June 29, 2015  
Month, Day, Year


5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:


LLC-37.25

If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

6. The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated June 8, 2015  
Month & Day Year

1.   
Signature  
Eric A. Blanchard, SVP, General Counsel & Sec  
Name and Title (type or print)  
Essendant Co.  
Name if a Corporation or other Entity

2.   
Signature  
Eric A. Blanchard, Manager  
Name and Title (type or print)  
Lagasse, LLC  
Name if a Corporation or other Entity

3. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name if a Corporation or other Entity

4. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated June 4, 2015 by and between LAGASSE, LLC., an Illinois limited liability company (the "**Merged Company**"), and ESSENDANT CO., an Illinois corporation (the "**Survivor**").

WHEREAS, the Merged Company was formed, as an Illinois limited liability company, on November 20, 2012 with the Illinois Secretary of State;

WHEREAS, the Survivor was formed, as an Illinois corporation, on April 11, 1922 with the Illinois Secretary of State;

WHEREAS, Survivor owns all of the membership interests of the Merged Company;

WHEREAS, P. Cody Phipps, Timothy P. Connolly and Todd A. Shelton are the directors of the Survivor; and

WHEREAS, the parties desire to merge the Merged Company with and into the Survivor such that each membership interest of the Merged Company issued and outstanding immediately prior to the Effective Time (as defined below) and all rights in respect thereof, shall be eliminated and its existence shall cease.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Section 2 below) the Merged Company shall be merged with and into the Survivor, and the Survivor shall be the surviving corporation. The merger of the Merged Company with and into the Survivor shall hereinafter be referred to as the "**Merger**". The street address of the Survivor is and shall remain One Parkway North Boulevard, Deerfield, Illinois 60015.
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3. Effect of the Merger. At the Effective Time, the separate existence of the Merged Company shall cease; the Survivor shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, and franchises, both of a public and private nature, of each of the parties to the Merger; and all property, real, personal, and mixed, and all debts due on whatever account, including membership interests in the Merged Company, and all choses in action, and all and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and the title to any real estate, or any interests therein, vested in either of the parties to the Merger shall not revert or be in any way impaired by reason of the Merger. At the Effective Time the Survivor shall become responsible and liable for all of the liabilities and obligations of each of the parties to the Merger, and neither the rights of creditors nor any liens upon the property of either of the parties shall be impaired by the Merger. The articles of

incorporation of the Survivor as of immediately prior to the Effective Time shall continue to be its articles of incorporation as of the Effective Time, and no changes to such articles of incorporation are to be effected by virtue of the Merger.

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5. Termination. This Agreement may be terminated, and the Merger abandoned, at any time prior to the filing of the Articles of Merger by the consent of the sole member and managers of the Merged Company and the consent of the shareholders and directors of the Survivor.


6. Approval. This Agreement and Plan of Merger has been approved: (i) by the sole member and all of the managers of the Merged Company; and (ii) by the directors of the Survivor, pursuant to the Illinois Business Corporation Law and the Illinois Limited Liability Company Act. Pursuant to Section 11.20(c) of the Illinois Business Corporation Law, no act of the shareholders of Survivor is required or will be obtained in connection with the Merger.

7. Further Assurances. From time to time after the Effective Time, as and when required by the Survivor or by its successors and assigns, the last acting appropriate officer of the Merged Company shall execute and deliver such deeds and other instruments, and there shall be taken or caused to be taken by it, such further and other actions as shall be necessary or appropriate in order to vest or perfect, or to confirm or record or otherwise, in the Survivor title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of the Merged Company and otherwise to carry out the purposes of this Agreement, and the President, Chief Executive officer, Chief Financial Officer, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer of the Survivor is fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.


*Signature Page Follows*

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed by the parties hereto on the date first above written.

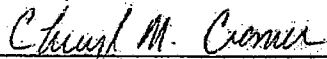
**LAGASSE, LLC,**  
An Illinois limited liability company

By:   
Name: Eric A. Blanchard  
Title: Manager and Senior Vice President,  
General Counsel and Secretary

**ESSENDANT CO.**  
An Illinois corporation

By:   
Name: Todd A. Shelton  
Title: Senior Vice President and Chief  
Financial Officer

THE UNDERSIGNED, being the duly elected Assistant Secretary of LAGASSE, LLC, an Illinois limited liability company (the "Company"), hereby certifies that the sole member of the Company has approved and authorized the herein described Agreement and Plan of Merger, such approval and authorization evidenced by the execution hereof by Eric A. Blanchard, as Manager and Secretary of the Company.

  
Name: Cheryl Cromer  
Title: Assistant Secretary

DM#12599