

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berger Building Products, Inc.		12/30/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Berger Holdings, Ltd.		
Street Address:	303 Research Drive, Suite 400		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3026237	E-RAIL	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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>			
Phone:	404-815-6500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Jaclyn T. Shanks, Esq.		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
ATTORNEY DOCKET NUMBER:	095679/0883896		
NAME OF SUBMITTER:	Jaclyn T. Shanks		
SIGNATURE:	/Jaclyn T. Shanks/		
DATE SIGNED:	11/30/2015		
Total Attachments: 3			
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OP \$40.00 3026237

AGREEMENT AND PLAN OF MERGER OF

BERGER BUILDING PRODUCTS, INC.

WITH AND INTO

BERGER HOLDINGS, LTD.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), entered into as of this 30th day of December, 2011, by and between Berger Building Products, Inc., a Pennsylvania corporation ("BBP"), having its principal place of business at 5445 Triangle Parkway, Suite 350, Norcross, Georgia 30092, and Berger Holdings, Ltd., a Pennsylvania corporation ("Holdings"), having its principal place of business at 5445 Triangle Parkway, Suite 350, Norcross, Georgia 30092.

WHEREAS, BBP is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business in Norcross, Georgia;

WHEREAS, BBP has 7,000 authorized shares of common stock, par value \$100.00 per share, all of which are issued and outstanding and held by Holdings;

WHEREAS, Holdings is a corporation organized on August 28, 1979, and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business in Norcross, Georgia, and is the sole owner of all of the issued and outstanding shares of BBP common stock;

WHEREAS, BBP and Holdings desire to merge, with Holdings being the surviving entity of such merger (the "Merger").

NOW, THEREFORE, for and in consideration of the premises and the representations, warranties, covenants and agreements contained herein, BBP and Holdings do represent, warrant, covenant and agree as follows:

1. **Parties to Merger and Surviving Company.** BBP shall merge with and into Holdings, pursuant to the laws of the Commonwealth of Pennsylvania. After the consummation of the Merger, Holdings will be the surviving corporation. The name of the surviving corporation will be Berger Holdings, Ltd., a Pennsylvania corporation, and its principal office will be 5445 Triangle Parkway, Suite 350, Norcross, Georgia 30092.

2. **Terms of Merger.** The terms and conditions of the Merger are set forth in this Agreement. Upon satisfaction of all the terms and conditions set forth herein, the Merger shall be effective as of 11:59 p.m. (Eastern Time) on December 30, 2011 (the "Effective Time").

3. **Effect of the Merger.** Upon consummation, the Merger shall have the following effects:

(a) Holdings, as the surviving corporation, shall upon the effective date of the Merger and the Effective Time and thereafter, possess all the rights, privileges, immunities and contracts of both BBP and Holdings.

(b) All property, real, personal, and mixed, and all debts due in whatever amount,

and all choses in action, and all and every other interest belonging to or due BBP, shall be taken and deemed to be transferred to and invested in Holdings without further act or deed; and the title to any real estate (which shall be documented with a confirmatory deed), or any interest therein, vested in BBP shall not revert nor be in any way impaired by reason of the Merger.

(c) Holdings, as the surviving corporation, shall be responsible and liable for all the liabilities and obligations of BBP and neither the rights of creditors nor liens upon the property of Holdings and BBP shall be impaired by the Merger.

4. **Cancellation of BBP Shares.** At the Effective Time, by virtue of the Merger and without any further action of the parties hereto, all the issued and outstanding shares of common stock of BBP and all rights in respect thereof shall be cancelled and extinguished without any payment of any consideration therefor, and shall thereafter cease to exist.

5. **Articles of Incorporation and Bylaws of Holdings.** Upon consummation of the Merger, the Articles of Incorporation of Holdings, as the surviving corporation, shall be the Articles of Incorporation of the surviving corporation, and the Bylaws of Holdings, as the surviving corporation, shall be the Bylaws of the surviving corporation, until altered, amended, or repealed in accordance with their provisions and applicable law.

6. **Intended U.S. Tax Treatment.** It is the express intention that for all U.S. Federal income tax and applicable state income and franchise tax purposes, (i) the adoption of the resolutions by Amerimax Fabricated Products, Inc., as the sole stockholder of Holdings, by the board of directors of Holdings, by Holdings, as the sole stockholder of BBP, and by the board of directors of BBP, in each case, authorizing and approving the Merger and approving this Agreement, shall constitute the adoption of a plan of complete liquidation of BBP into Holdings for purposes of Sections 332, 334(b)(1) and 337(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and corresponding provisions of applicable state laws (and any successor provisions), and (ii) the Merger shall constitute a complete liquidation of BBP into Holdings pursuant to the aforementioned provisions of the Code and corresponding provisions of applicable state laws (and any successor provisions).

7. **Amendment.** This Agreement may be amended only by a written instrument executed by both parties hereto.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, Berger Building Products, Inc. and Berger Holdings, Ltd. have caused this Agreement to be executed and their seals affixed by their corporate officers and members hereunto duly authorized.

BERGER BUILDING PRODUCTS, INC.,
a Pennsylvania corporation

By: RSANT
Name: R. Scott Vasant
Title: Vice President and Chief Financial
Officer

BERGER HOLDINGS, LTD.,
a Pennsylvania corporation

By: RSANT
Name: R. Scott Vasant
Title: Vice President and Chief Financial
Officer

*[Signature page to Agreement and Plan of Merger – Merger of BBP into BH Inc
(U.S. Restructuring – Step 2)]*