

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	12/28/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holbrook Mfg., Inc.		12/28/2015	CORPORATION: ILLINOIS

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Holbrook Mfg Mergeco LLC	12/28/2015	LIMITED LIABILITY COMPANY: ILLINOIS

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Holbrook Mfg LLC
Street Address:	10217 Brecksville Rd., Suite 101
City:	Brecksville
State/Country:	OHIO
Postal Code:	44141
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4754934	INCREDI-DRIL
Registration Number:	4754810	KRYPTO-POINT
Registration Number:	2996549	HB

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.227
NAME OF SUBMITTER:	Sharon Patterson

TRADEMARK

SIGNATURE:	/sharon patterson/
DATE SIGNED:	01/05/2016
Total Attachments: 5 source=Merger Certificate#page1.tif source=Merger Certificate#page2.tif source=Merger Certificate#page3.tif source=Merger Certificate#page4.tif source=Merger Certificate#page5.tif	

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

FILE # 05545943
 This space for use by Secretary of State.

FILED
DEC 28 2015
JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE
 Type or print clearly.

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

Approved: [Signature]

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>Holbrook Mfg Mergeco LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>12/16/2015</u>	<u>05545943</u>
<u>Holbrook Mfg., inc.</u>	<u>Corporation</u>	<u>Illinois</u>	<u>10/18/2001</u>	<u>61882553</u>

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

3. a. Name of Surviving Entity: Holbrook Mfg Mergeco LLC
- b. Address of Surviving Entity: 288 Holbrook Drive, Wheeling IL 60090
- c. File Number (if any): 05545943
- d. Jurisdiction: Illinois

PAID
DEC 29 2015
DEPARTMENT OF BUSINESS SERVICES

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: _____
 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:
 Article 1 of the Articles of Organization is amended to read as follows:

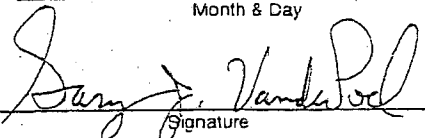
1. Limited Liability Company Name: Holbrook Mfg LLC.

LLC-37.25

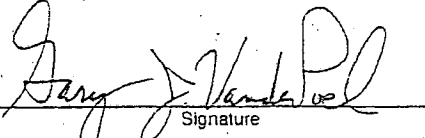
If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, 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 December 28, 2015
Month & Day Year

1. 
Signature
Gary J. VanderPoel, President
Name and Title (type or print)

Name if a Corporation or other Entity

2. 
Signature
Gary J. VanderPoel, President
Name and Title (type or print)
Holbrook Holdings, Inc. MGR
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 (this "Agreement"), is made as of this 28th day of December, 2015, by and between Holbrook Mfg., Inc., an Illinois corporation (the "Merging Entity") and Holbrook Mfg Mergeco LLC, an Illinois limited liability company (the "Surviving Entity"). The Merging Entity and the Surviving Entity are sometimes referred to as the "Constituent Companies".

WHEREAS, the Merging Entity caused its Articles of Incorporation to be filed with the Illinois Secretary of State on October 18, 2001, and is authorized to issue 10,000 shares of common stock, no par value, of which 840 shares are now issued and outstanding;

WHEREAS, the Surviving Entity caused its Articles of Organization to be filed with the Illinois Secretary of State on December 16, 2015; and

WHEREAS, the sole member of the Surviving Entity (the "Sole Member") and the Board of Directors of the Merging Entity have determined that it is in the best interests of their respective companies to merge the companies into a single company pursuant to this Agreement and pursuant to applicable provisions of the Illinois Business Corporation Act of 1983 and the Illinois Limited Liability Company Act.

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and in accordance with Illinois law, the Constituent Companies agree as follows:

1. Merger, Effective Date. The Surviving Entity hereby merges with the Merging Entity and the Merging Entity shall be and hereby is merged with and into the Surviving Entity (the "Merger"). The Merger shall become effective upon the filing of the Articles of Merger with the Illinois Secretary of State, as referenced in Section 7(a) of this Agreement (the "Effective Date"). At the Effective Date, the Merging Entity's separate existence shall cease.

2. Governing Law; Articles of Organization. Illinois Law, including the Illinois Limited Liability Company Act shall govern the Surviving Entity. The Articles of Organization of the Surviving Entity as in effect on the date of the Merger (the "Articles"), shall continue in full force and effect as the Articles of Organization of the Surviving Entity with Article 1 of the Articles amended to read as follows:

1. Limited Liability Company Name: Holbrook Mfg LLC

3. Operating Agreement. The Operating Agreement of the Surviving Entity as in effect on the date of the Merger, shall continue in full force and effect as the Operating Agreement of the Surviving Entity with all references to Holbrook Mfg Mergeco LLC replaced by reference to Holbrook Mfg LLC.

4. Principal Place of Business. The principal place of business of the Surviving Entity shall be 280 Holbrook Drive, Wheeling, Illinois 60090.

5. Members. The Surviving Entity's Sole Member immediately before the Effective Date shall remain the Sole Member of the Surviving Entity post Merger.

6. Conversion of Shares. The mode of effectuating the Merger, and the manner and basis of converting the Merging Entity's shares into membership interests of the Surviving Entity, shall be as follows: As both Constituent Companies are owned by the same party, in like proportion, the shares of the Merging Entity are cancelled.

7. Terms and Conditions of the Merger. The terms and conditions of the Merger are as follows:

(a) The Merger shall become effective upon the filing of the Articles of Merger with the Illinois Secretary of State.

(b) Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Entity shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed. The Merging Entity hereby agrees from time to time, as and when requested by the Surviving Entity or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of the Merging Entity acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purpose hereof and the proper officers and directors of the Merging Entity and the Sole Member of the Surviving Entity are fully authorized in the name of the Merging Entity or otherwise to take any and all such action.

(c) All rights of creditors and of any person dealing with the Constituent Companies and all liens upon any property of the Constituent Companies shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of the Merging Entity shall attach to the Surviving Entity and may be enforced against it to the same extent as if the same had been incurred by it.

8. Approval. This Agreement has been approved by the Sole Member of the Surviving Entity and the Board of Directors of the Merging Company and has been submitted to the sole shareholder of the Merging Company in accordance with applicable laws and its organizational documents and was approved by such sole member by written consent.

9. Termination. At any time before the Effective Date, this Agreement may be terminated and the Merger abandoned by mutual consent of the Sole Member of the Surviving Entity and the Board of Directors of the Merging Entity, notwithstanding favorable action by the Sole Member and sole shareholder of the Constituent Companies, if such abandonment is deemed necessary, desirable or otherwise in the best interests of the Constituent Companies. In the event of such determination and abandonment, this Agreement shall become null and void and shall have no further effect. Such abandonment shall not give rise to any liability on the part of any of the Constituent Companies or their members, directors, officers, or shareholders, with respect to this Agreement.

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

(Signature Page Follows)

IN WITNESS WHEREOF, the Constituent Companies have executed this Agreement and Plan of Merger as of the date first above written.

HOLBROOK MFG., INC.

By: 

Name: Gary J. Vanderpoel

Its: President

HOLBROOK MFG MERGECO, LLC

By: Holbrook Mfg Holdings, Inc.

Its: Manager

By: 

Gary J. Vanderpoel, President