

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	12/31/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guardian Ind., Inc.		12/31/2015	CORPORATION: INDIANA
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
Altra Guardian LLC	12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	Guardian Couplings LLC		
<b>Street Address:</b>	300 Granite Street, Suite 201		
<b>City:</b>	Braintree		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02184		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86285572	GUARDEX	
<b>Serial Number:</b>	86571085	GUARD-FLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486894071		
<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>	248 786 0157		
<b>Email:</b>	kolakowski@reising.com		
<b>Correspondent Name:</b>	William F. Kolakowski III		
<b>Address Line 1:</b>	755 West Big Beaver Road, Suite 1850		
<b>Address Line 4:</b>	Troy, MICHIGAN 48084		
<b>ATTORNEY DOCKET NUMBER:</b>	8447.3000.000		
<b>NAME OF SUBMITTER:</b>	William F. Kolakowski III		
<b>SIGNATURE:</b>	/William F. Kolakowski III/		

CH \$65.00 86285572

<b>DATE SIGNED:</b>	02/04/2016
<b>Total Attachments: 9</b> source=MergerCertificate#page1.tif source=MergerCertificate#page2.tif source=MergerCertificate#page3.tif source=MergerCertificate#page4.tif source=MergerCertificate#page5.tif source=MergerCertificate#page6.tif source=MergerCertificate#page7.tif source=MergerCertificate#page8.tif source=MergerCertificate#page9.tif	

**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF MERGER**

of

**GUARDIAN COUPLINGS LLC**

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Certificate of Merger of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The following non-surviving entity(s):

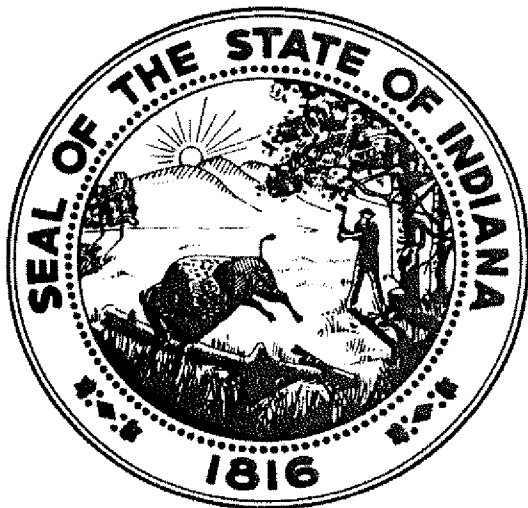
**GUARDIAN IND., INC.**

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

**GUARDIAN COUPLINGS LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, January 08, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 8, 2016.

*Connie Lawson*

CONNIE LAWSON,  
SECRETARY OF STATE

2016011100250 / 2016011115945

**TRADEMARK  
REEL: 005724 FRAME: 0538**



**ARTICLES OF CROSS-SPECIES MERGER**  
**Resulting in the Formation of a Limited Liability Company**  
 State Form 51583 (R3 / 8-14)  
 Approved by State Board of Accounts, 2014

RECEIVED  
 IND. SECRETARY OF STATE

JAN 08 2016

*Connie Lawson*

CONNIE LAWSON  
 SECRETARY OF STATE  
 CORPORATE DIVISION  
 302 W. Washington Street, Rm. E018  
 Indianapolis, IN 46204  
 Telephone: (317) 232-6576

- INSTRUCTIONS:**
1. Use 8 1/2" x 11" white paper for attachments.
  2. Present original and one (1) copy to the address in upper right corner of this form.
  3. Please TYPE or PRINT.
  4. Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

Indiana Code 23-1-18-3

FILING FEE: \$30.00

**ARTICLES OF CROSS-SPECIES MERGER**  
**OF**

\_\_\_\_\_  
 (hereinafter "Non-surviving Business Entity" ("Entities") and/or "Non-surviving Corporation(s)")

**INTO**

\_\_\_\_\_  
 GUARDIAN COUPLINGS LLC formerly ALTRA GUARDIAN LLC  
 (hereinafter "Surviving LLC")

**ARTICLE I: PLAN OF CROSS-SPECIES MERGER**

Please set forth the Plan of Cross-Species Merger, attach herewith, and designate it as "Exhibit A." The Plan of Cross-Species Merger must state the following:

- The name of each Non-surviving Corporation incorporated in Indiana and/or the name and jurisdiction of formation, organization, or incorporation of each Non-surviving Business Entity;
- The name of Surviving LLC;
- The terms and conditions of the merger;
- The manner and basis of converting the shares or rights thereof of Non-surviving Corporation and/or the interests, obligations, shares, other securities, or rights thereof of Non-surviving Business Entity (Entities) and/or Non-surviving Corporation(s) into the shares, obligations, assets, other securities, or rights thereof of Surviving LLC; and
- All statements required to be set forth in the plan of merger by the laws under which each Non-surviving Business Entity is formed, organized, or incorporated.

The relevant Indiana Code sections for the Plan of Merger are as follows:

- 23-1-40-8(c)(4) if a corporation is a party to the merger;
- 23-18-7-9(c)(4) if a limited liability company is party to the merger;
- 23-4-1-53(c)(4) if a limited liability partnership is a party to the merger; and
- 23-16-3-13(c)(4) if a limited partnership is a party to the merger.

**ARTICLE II: NAME AND PRINCIPLE OFFICE OF SURVIVING LP**

a. The name of Surviving LLC is the following:

**GUARDIAN COUPLINGS LLC**

- (Please note pursuant to Indiana Code 29-18-2-6, this name must include the words "Limited Liability Company", "LLC", or "LLC")
- (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

The address of Surviving LLC's Principal Office is the following:

Street address (number and street)	City	State	ZIP code
300 Granite Street, Suite 201	Braintree	MA	02184

**ARTICLE III: REGISTERED OFFICE AND AGENT OF SURVIVING LP**

Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent

Corporation Service Company

Address of Registered Office (number and street)	City	State	ZIP code
251 East Ohio Street, Suite 500	Indianapolis	IN	46204

**ARTICLE IV: MANAGEMENT OF SURVIVING LLC**

Surviving LLC will be managed by one of the following:  The members of Surviving LLC, OR  A manager or managers

**ARTICLE V: NON-SURVIVING BUSINESS ENTITIES**

**SECTION 1:** (if any, please list any non-surviving corporations in this merger).

The name, state of incorporation, and the date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation which is party to the merger are as follows:

Name non-surviving corporation Guardian Ind., Inc.	
State of domicile Indiana	Date of incorporation or qualification in Indiana (month, day, year) April 27, 1998
Name non-surviving corporation	
State of domicile	Date of incorporation or qualification in Indiana (month, day, year)
Name non-surviving corporation	
State of domicile	Date of incorporation or qualification in Indiana (month, day, year)

**SECTION 2:** (if any, please list the Non-surviving Business Entities that not are not a corporation in this merger).

The name, business entity type, state of organization, and date of organization of any Indiana or foreign business entity that is a party to the merger and qualified to do business in Indiana (if applicable).

Name	Type of business entity
State of domicile	Date of organization or qualification (month, day, year)
Name	Type of business entity
State of domicile	Date of organization or qualification (month, day, year)
Name	Type of business entity
State of domicile	Date of organization or qualification (month, day, year)

**ARTICLE VII: MANNER OF ADOPTION AND VOTE OF NON-SURVIVING CORPORATION (if applicable)**

Please complete this Article if a corporation is party to the merger. (Select either A or B):

The designation (i.e. common, preferred, or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange, and the number of votes of each voting group represented at the meeting are set forth below:

- A.  Unanimous consent executed on December 18, 2015 and signed by all shareholders entitled to vote.  
 B.  Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)	common			
NUMBER OF OUTSTANDING SHARES	250			
NUMBER OF VOTES ENTITLED TO BE CAST	250			
NUMBER OF VOTES REPRESENTED AT MEETING	250			
SHARES VOTED IN FAVOR	250			
SHARES VOTED AGAINST	0			

Required:

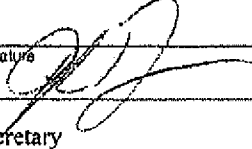
By checking the box, the signator(s) represent(s) that the registered agent named in the application has consented to the appointment of the registered agent.

**ARTICLE VIII: SIGNATURE**

In Witness Whereof, the undersigned, being a duly authorized representative of Surviving LLC, executes these Articles of Cross-Species Merger and verifies, subject to penalty of perjury, that the statements contained herein are true, and that each business entity that is a party to this merger has approved the plan of merger according to Indiana law or according to the laws of the State in which the business entity was organized or incorporated, this

\_\_\_\_\_ 18th day of \_\_\_\_\_ December \_\_\_\_\_, 20 15 \*

Signature



Printed name

Glenn Deegan

Title

Secretary

\* Effective date of merger: December 31, 2015

Exhibit A

2016 JAN -8 AM 11: 32

**PLAN AND AGREEMENT OF MERGER  
OF  
GUARDIAN IND., INC.  
(an Indiana corporation)  
INTO  
ALTRA GUARDIAN LLC  
(a Delaware limited liability company)**

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is entered into as of the 18th day of December, 2015 by and between Guardian Ind., Inc., an Indiana corporation (the "Merging Entity"), and Altra Guardian LLC, a Delaware limited liability company (the "Surviving Entity").

**RECITALS:**

WHEREAS, the Merging Entity is a corporation duly organized and existing under the laws of the State of Indiana;

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under the laws of the State of Delaware;

WHEREAS, the Board of Directors and the sole shareholder of the Merging Entity deem it advisable and in the best interest of the Merging Entity and its sole shareholder, that the Merging Entity merge with and into the Surviving Entity;

WHEREAS, the sole Member of the Surviving Entity deems it advisable and in the best interest of the Surviving Entity and its sole Member, that the Merging Entity merge with and into the Surviving Entity; and

WHEREAS, the Board of Directors and the sole shareholder of the Merging Entity and the sole Member of the Surviving Entity have approved the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

1. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, as a single entity, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Delaware as the surviving entity and they further agree as follows:

a. From and after the Effective Time (defined below), the name of the Surviving Entity shall be "Guardian Couplings LLC".

b. The Certificate of Formation of the Surviving Entity as in effect immediately prior to the Effective Time shall continue in effect, except that Article FIRST of the



Certificate of Formation of the Surviving Entity shall be amended at the Effective Time to read in its entirety as follows:

"FIRST: The name of the Limited Liability Company is GUARDIAN COUPLINGS LLC."

c. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall be as appears in its Certificate of Formation.

d. The Operating Agreement of the Surviving Entity as in effect immediately prior to the Effective Time shall continue in effect, except that Article 1(a) of the Operating Agreement of the Surviving Entity shall be amended at the Effective Time to read in its entirety as follows:

"a. The name of the limited liability company is GUARDIAN COUPLINGS LLC (the "Company"). The business of the Company may be conducted under any other name deemed necessary or desirable by the Member in order to comply with local law."

e. The sole member and the officers of the Surviving Entity shall be the sole member and the officers of the Surviving Entity as of the Effective Time.

2. This Agreement was submitted to the sole Shareholder of the Merging Entity and the sole Member of the Surviving Entity for their consent and approval in accordance with Section 607.1103 of the Delaware Statutes and Section 23-1-40-3 of the Indiana Statutes, was adopted and approved in accordance with the laws of the State of Delaware and the State of Indiana, and this Agreement, the appropriate Certificate of Merger and Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Delaware and the State of Indiana.

3. The effective time for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be 11:59 p.m. Eastern Standard Time on December 31, 2015 (the "Effective Time").

~~4. At the Effective Time, (i) the issued and outstanding shares of the Merging Entity as of the date thereof will automatically be cancelled, and (ii) each membership interest in the Surviving Entity will continue to represent an interest in the Surviving Entity.~~

5. At the Effective Time, the transfer books of the Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

6. Prior to and at the Effective Time, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the

Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

7. On and after the Effective Time, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

8. The principal office of the Surviving Entity shall be 300 Granite Street, Suite 201, Braintree, MA 01284.

9. This Agreement embodies the entire agreement between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.


10. This Agreement is made pursuant to and shall be construed under the laws of the State of Delaware. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

This Plan and Agreement of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile and other electronic (including .PDF) signatures shall have the same effect as original signatures.


[Signatures on following page]

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

Merging Entity:  
Guardian Ind., Inc.,  
an Indiana corporation

By:   
Name: Glenn E. Deegan  
Title: Secretary

Surviving Entity:  
Altra Guardian LLC,  
a Delaware limited liability company

By:   
Name: Glenn E. Deegan  
Title: Secretary