

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	01/01/2016

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Utilimaster Corporation		10/20/2015	Corporation: DELAWARE

**NEWLY MERGED ENTITY DATA**

Name	Execution Date	Entity Type
Spartan Motors USA, Inc.	10/20/2015	Corporation: SOUTH DAKOTA

**MERGED ENTITY'S NEW NAME (RECEIVING PARTY)**

<b>Name:</b>	Spartan Motors USA, Inc.
<b>Street Address:</b>	1541 Reynolds Road
<b>City:</b>	Charlotte
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48813
<b>Entity Type:</b>	Corporation: SOUTH DAKOTA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1570804	AEROCAP
Registration Number:	1412247	AEROMASTER
Registration Number:	4045506	DRIVING INTELLIGENT VEHICLE SOLUTIONS
Registration Number:	3956020	ENERGYWISE
Registration Number:	2687545	METROMASTER
Registration Number:	3956019	SAFE LOAD
Registration Number:	2602658	TRADEMASTER
Registration Number:	1014091	UTILIMASTER
Registration Number:	1726664	UTILIMASTER
Registration Number:	1761239	UTILIMASTER
Registration Number:	4041515	UTILIMASTER
Registration Number:	1012150	UTIL-I-VAN
Registration Number:	4889129	VELOCITY

CH \$340.00 1570804

**CORRESPONDENCE DATA****Fax Number:** 2604248316*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:** 260-425-4660**Email:** Trademarks-FW@btlaw.com**Correspondent Name:** Barnes & Thornburg LLP**Address Line 1:** 110 E. Wayne Street, Suite 600**Address Line 4:** FORT WAYNE, INDIANA 46802-3119**ATTORNEY DOCKET NUMBER:** 18702/239713**NAME OF SUBMITTER:** Gregory S. Cooper**SIGNATURE:** /Gregory S. Cooper/**DATE SIGNED:** 04/15/2016**Total Attachments: 8**

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## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is entered into as of the 20th day of October, 2015, by and between **UTILIMASTER CORPORATION**, a Delaware corporation ("Utilimaster"), and **SPARTAN MOTORS USA, INC.**, a South Dakota corporation ("SMUSA").

### **RECITALS**

A. The Board of Directors of Utilimaster has determined that it is in the best interest of Utilimaster that Utilimaster be merged with and into SMUSA (the "Merger"), and has approved this Agreement.

B. The Board of Directors of SMUSA has determined that it is in the best interest of SMUSA that Utilimaster be merged with and into SMUSA, and has approved this Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (defined below), Utilimaster shall be merged with and into SMUSA in accordance with the provisions of the Delaware General Corporation Law (the "DGCL") and the South Dakota Business Corporation Act (the "SDBCA").

2. **Effective Time.** The Merger shall be effective 12:01 a.m. Eastern Time on January 1, 2016 or at such other time as an officer of the Company may designate (the "Effective Time").

3. **Effect of the Merger.**

(a) **Surviving Entity.** At the Effective Time, the separate existence of Utilimaster shall cease, and Utilimaster shall be merged with and into SMUSA (sometimes referred to hereinafter as the "Surviving Corporation").

(b) **Articles of Incorporation of the Surviving Corporation.** At the Effective Time, the Articles of Incorporation of SMUSA, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

(c) **Bylaws of the Surviving Corporation.** At the Effective Time, the Bylaws of SMUSA, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation.

(d) **Directors and Officers of the Surviving Corporation.** At the Effective Time, the officers and directors of SMUSA shall be the officers and directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

(e) Principal Office. The principal office of SMUSA immediately prior to the Effective Time shall be the principal office of the Surviving Corporation.

(f) Assets and Liabilities. At the Effective Time, the assets and liabilities of Utilimaster shall be carried on the books of the Surviving Corporation in the amounts at which they are carried at that time on the books of Utilimaster.

(g) Other Effects of the Merger. The parties intend for the Merger to have the effects set forth in this Agreement and in the DGCL and the SDBCA. Without limiting the foregoing, at the Effective Time, Utilimaster shall cease to exist and shall be merged with and into SMUSA in accordance with the terms of this Agreement, and the Surviving Corporation shall possess all of the rights, privileges, immunities, powers and franchises, both public and private, and shall be subject to all restrictions, disabilities and duties of Utilimaster. The rights, privileges, powers and franchises of Utilimaster, all property (real, personal and mixed), and all debts due to Utilimaster of whatever account shall be vested in the Surviving Corporation. All property, rights, privileges, powers and franchises and all and every other interest belonging to or due to Utilimaster shall thereafter be considered to be transferred to and shall be the property of the Surviving Corporation without further act or deed, and the title to any real estate, whether by deed or otherwise, vested in Utilimaster shall be vested in the Surviving Corporation and shall not revert or be in any way impaired because of the Merger. All of the rights of creditors and all liens upon any property of Utilimaster shall be preserved unimpaired, and all debts, liabilities and duties of Utilimaster shall attach to the Surviving Corporation and may be enforced against it to the same extent as if the debts, liabilities or duties have been incurred or contracted by it.

4. Conversion of Shares. There will be no converting of shares, but rather, the effect of the Merger with respect to the shares of SMUSA and Utilimaster shall be as follows:

(a) Utilimaster Shares. At the Effective Time, without any further action, each issued and outstanding share of Utilimaster common stock shall be automatically cancelled.

(b) SMUSA Shares. At the Effective Time, without any further action, each issued and outstanding share of SMUSA common stock shall remain issued and outstanding and shall become an issued and outstanding share of the Surviving Corporation's stock.

5. Termination. At any time before the Agreement or any certificate of merger becomes effective, this Agreement may be terminated by Utilimaster or SMUSA, in accordance with the DGCL and the SDBCA.

6. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Utilimaster, as well as for enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 1541 Reynolds Road, Charlotte, Michigan 48813.

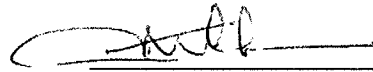
7. **Supplementary Actions.** If at any time after the Effective Time of the Merger, any further assignments or assurances or any other things are necessary or desirable to vest, protect or confirm of record in the Surviving Corporation the title to any property or rights of Utilimaster, or otherwise carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of and in the name of Utilimaster to execute and deliver any and all documents or other items necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and to otherwise carry out the purpose and provisions of this Agreement. In furtherance of the foregoing, Utilimaster hereby authorizes and grants its powers of attorney to SMUSA and appoints SMUSA, and any of its officers, directors, employees or other agents, as Utilimaster's attorney-in-fact, with full power of substitution, to take any appropriate action in connection with any actions necessary to carry out the transactions contemplated by this Agreement, it being understood that this authorization and power of attorney are coupled with an interest and shall be irrevocable and shall include the power to receive all rights, benefits and assets previously held by Utilimaster.

8. **Miscellaneous.** The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, without regard to its conflict of law principles. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns, and no party may assign this Agreement without the prior written consent of the other party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. To the extent signed and delivered by means of a facsimile machine or other electronic transmission (including e-mail of a "PDF" signature), this Agreement shall be treated in all respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version of this Agreement.

*[signature page follows]*

The parties have executed this Agreement as of the date first written above.

**UTILIMASTER CORPORATION**



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By: Thomas T. Kivell  
Its: Secretary

**SPARTAN MOTORS USA, INC.**



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By: Thomas T. Kivell  
Its: Secretary

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**STATE OF DELAWARE  
CERTIFICATE OF OWNERSHIP**

**SUBSIDIARY INTO PARENT  
Section 253**

**CERTIFICATE OF OWNERSHIP  
MERGING  
UTILIMASTER CORPORATION  
INTO  
SPARTAN MOTORS USA, INC.**

Pursuant to Section 253 of the General Corporation Law of Delaware, Spartan Motors USA, Inc., a corporation incorporated on the 5th day of September, 1990, pursuant to the provisions of the South Dakota Business Corporation Act;

**DOES HEREBY CERTIFY** that this corporation owns 100% of the capital stock of Utilimaster Corporation, a corporation incorporated on the 8th day of November, 1996, pursuant to the provisions of the General Corporation Law of the State of Delaware, and that this corporation, by a resolution of its Board of Directors duly adopted at a meeting held on the 20th day of October, 2015, determined to merge into itself said Utilimaster Corporation, which resolution is in the following words to wit:

**WHEREAS** this corporation lawfully owns 100% of the outstanding stock of Utilimaster Corporation, a corporation organized and existing under the laws of Delaware; and

**WHEREAS** this corporation desires to merge into itself the said Utilimaster Corporation, and to be possessed of all the estate, property, rights, privileges and franchises of said corporation;

**NOW, THEREFORE, BE IT RESOLVED**, that this corporation merge into itself said Utilimaster Corporation and assumes all of its liabilities and obligations; and

**FURTHER RESOLVED**, that the merger is to become effective on January 1, 2016, at 12:01 a.m.; and

**FURTHER RESOLVED**, that an authorized officer of this corporation be and he/she is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution to merge said Utilimaster Corporation and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware; and

**FURTHER RESOLVED**, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger.

**FURTHER RESOLVED**, that the surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this Certificate of Ownership, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 253 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 1541 Reynolds Road, Charlotte, Michigan 48813.

**IN WITNESS WHEREOF**, said parent corporation has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this 17th day of December, 2015.



Thomas T. Kivell  
Its Secretary



# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Merger Domestic Business

ORGANIZATIONAL ID# DB029805

I, **Shantel Krebs**, Secretary of State of the State of South Dakota, hereby certify that the Merger of

Spartan Motors USA, Inc.

duly signed and verified, have been received in this office and are found to conform to law.

**ACCORDINGLY**, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Merger and attach hereto a duplicate of the Merger.

IN TESTIMONY WHEREOF,  
I have hereunto set my hand and  
affixed the Great Seal of the  
State of South Dakota, at Pierre,  
the Capital, this 01/01/2016.



**Shantel Krebs**  
Secretary of State

12/24/2015 7:54:56 AM  
Change ID: 1297577

Filed this 22nd day of  
Dec 2015

*Shantel Krebs*

SECRETARY OF STATE

STATE OF SOUTH DAKOTA

ARTICLES OF MERGER

RECEIVED

DEC 22 2015

S.D. SEC. OF STATE

Pursuant to Sections 47-41A-1104 and 47-1A-1105 of the Codified Laws of the State of South Dakota, the undersigned corporations execute the following Articles of Merger:

1. The Plan of Merger is as follows:

a. The name and state of incorporation of each corporation that is a party to the Plan of Merger (the "Constituent Corporations") is as follows:

- |     |                          |              |
|-----|--------------------------|--------------|
| i.  | Spartan Motors USA, Inc. | South Dakota |
| ii. | Utilimaster Corporation  | Delaware     |

The surviving corporation shall be Spartan Motors USA, Inc. (the "Surviving Corporation").

b. The Plan of Merger has been approved by the Constituent Corporations.

c. There shall be no amendments or changes in the Articles of Incorporation of the Surviving Corporation.

d. An executed Plan of Merger is on file at the principal place of business of the Surviving Corporation, which is: 1541 Reynolds Road, Charlotte, Michigan 48813.

e. A copy of the Plan of Merger will be furnished by the Surviving Corporation, upon written request and without cost, to any shareholder of the Constituent Corporations and to any creditor or obligee of the parties to the merger at the time of the merger if such obligation is then outstanding.

2. The Plan of Merger and performance of its terms were duly authorized by all action required by the laws of South Dakota and Delaware and by all relevant constituent documents.

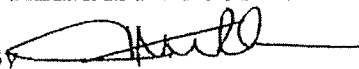
3. The merger is to become effective on January 1, 2016, at 12:01 a.m.

The Constituent Corporations have caused these Articles of Merger to be signed by an authorized officer this 17th day of December, 2015.

SPARTAN MOTORS USA, INC.

By   
Thomas T. Kivell  
Its Secretary

UTILIMASTER CORPORATION

By   
Thomas T. Kivell  
Its Secretary

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