

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385852

|   |                                |                       |                       |
|---|--------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | MERGER AND CHANGE OF NAME      |                       |                       |
| <b>EFFECTIVE DATE:</b>  | 09/10/2015                     |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                | <b>Execution Date</b> | <b>Entity Type</b>    |
| A.V.K. Carbo-Bond, Inc.   |                                | 09/10/2015            | Corporation: ILLINOIS |
| <b>NEWLY MERGED ENTITY DATA</b>   |                                |                       |                       |
| <b>Name</b>   | <b>Execution Date</b>          | <b>Entity Type</b>    |                       |
| Bi-Torq Valve Automation, Inc.  | 09/10/2015                     | Corporation: INDIANA  |                       |
| <b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>   |                                |                       |                       |
| <b>Name:</b>  | Bi-Torq Valve Automation, Inc. |                       |                       |
| <b>Street Address:</b>  | 1 N 046 Linlar Drive           |                       |                       |
| <b>City:</b>  | La Fox                         |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                       |                       |                       |
| <b>Postal Code:</b>   | 60147                          |                       |                       |
| <b>Entity Type:</b>   | Corporation: INDIANA           |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 2062983                        | BI-TORQ               |                       |
| <b>CORRESPONDENCE DATA</b>  |                                |                       |                       |
| <b>Fax Number:</b>  | 8153019202                     |                       |                       |
| <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>   | 6303558008                     |                       |                       |
| <b>Email:</b>   | brent@brentohlmann.com         |                       |                       |
| <b>Correspondent Name:</b>  | Brent E. Ohlmann               |                       |                       |
| <b>Address Line 1:</b>  | 1730 Park Street               |                       |                       |
| <b>Address Line 2:</b>  | Suite 210                      |                       |                       |
| <b>Address Line 4:</b>  | Naperville, ILLINOIS 60563     |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 12080                          |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Brent E. Ohlmann               |                       |                       |
| <b>SIGNATURE:</b>   | /beo/                          |                       |                       |
| <b>DATE SIGNED:</b>   | 05/27/2016                     |                       |                       |

**Total Attachments: 9**

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FORM **BCA 11.25** (rev. Dec. 2003)  
**ARTICLES OF MERGER,  
 CONSOLIDATION OR EXCHANGE**  
 Business Corporation Act

Secretary of State  
 Department of Business Services  
 501 S. Second St., Rm. 350  
 Springfield, IL 62756  
 217-782-6961  
 www.cyberdrivellinois.com

**FILED**

SEP 10 2015

JESSE WHITE  
 SECRETARY OF STATE

**PAID**

SEP 15 2015

**EXPEDITED  
 SECRETARY OF STATE**

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

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

File # 5230-552.7 Filing Fee: \$ 100.00 Approved: Jt

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

**NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.**



1. Names of Corporations proposing to ~~merge~~ consolidate and State or Country of Incorporation.  
~~exchange-shares~~

| Name of Corporation                   | State or Country of Incorporation | Corporation File Number |
|---------------------------------------|-----------------------------------|-------------------------|
| <u>A.V.K. Carbo-Bond, Inc.</u>        | <u>Illinois</u>                   | <u>52305527</u>         |
| <u>Bi-Torq Valve Automation, Inc.</u> | <u>Indiana</u>                    | <u>NR</u>               |
|                                       |                                   |                         |
|                                       |                                   |                         |

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ surviving corporation: Bi-Torq Valve Automation, Inc.  
~~acquiring~~

b. Corporation shall be governed by the laws of: Indiana

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ merger is as follows:  
~~exchange~~  
 See attached.

merger  
5. The consolidation exchange was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 -- 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

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 and §11.20. | By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20. |
|--------------------------------|--|--|---|
| <u>A.V.K. Carbo-Bond, Inc.</u> | <input type="checkbox"/>   | <input type="checkbox"/>   | <input checked="" 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"/>   | <input type="checkbox"/>  |
| _____                          | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>  |

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

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

- a. The surviving, new or acquiring Corporation 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, consolidation or exchange 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, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and .
- c. The surviving, new or acquiring Corporation 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, consolidation or exchange 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. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

| Name of Corporation | Total Number of Shares Outstanding of Each Class | Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation |
|---------------------|--|--|
| _____               | _____  | _____  |
| _____               | _____  | _____  |
| _____               | _____  | _____  |
| _____               | _____  | _____  |

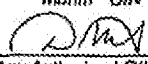
b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_  
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated September 9th, 2015, A.V.K. Carbo-Bond, Inc.  
Month Day Year Exact Name of Corporation  
  
 Any Authorized Officer's Signature  
Dave Marut CEO  
Name and Title (type or print)

Dated September 10, 2015, Bl-Torg Valve Automation, Inc.  
Month Day Year Exact Name of Corporation  
 Any Authorized Officer's Signature  
August Percoco, President  
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. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

| Name of Corporation | Total Number of Shares Outstanding of Each Class | Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation |
|---------------------|--|--|
| _____               | _____  | _____  |
| _____               | _____  | _____  |
| _____               | _____  | _____  |
| _____               | _____  | _____  |

b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_  
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

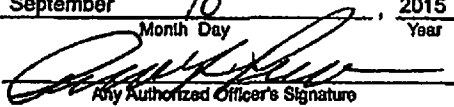
8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated September \_\_\_\_\_, 2015 A.V.K. Carbo-Bond, Inc.  
Month Day Year Exact Name of Corporation

\_\_\_\_\_  
Any Authorized Officer's Signature

\_\_\_\_\_  
Name and Title (type or print)

Dated September 10, 2015 BI-Torq Valve Automation, Inc.  
Month Day Year Exact Name of Corporation

  
Any Authorized Officer's Signature

August Percoco, President  
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)

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** ("Agreement"), dated as of the 10<sup>th</sup> day of September, 2015, is made and entered into by and among (a) A.V.K. Carbo-Bond, Inc., an Illinois corporation (the "Company"), (b) the holders of all of the outstanding shares of capital stock of the Company listed as Shareholders on the signature pages hereto (collectively, the "Shareholders," and each individually, a "Shareholder"), (c) David A. Marut, as the Shareholders' Representative, (d) Bi-Torq Valve Automation, Inc., an Indiana corporation (the "Merger Sub"), and (e) Strahman Holdings, Inc., an Indiana corporation ("Holdings").

**WITNESSETH:**

**WHEREAS**, the Company is engaged in the business of developing, manufacturing, selling and distributing valves and valve automation products (the "Business");

**WHEREAS**, as of the date of this Agreement, the Shareholders own beneficially and of record all of the issued and outstanding shares of capital stock of the Company (collectively, the "Shares" and each, a "Share");

**WHEREAS**, Holdings desires to acquire all of the Shares by merging the Company with and into the Merger Sub (the "Merger"), with the Merger Sub as the surviving corporation in the Merger (the "Surviving Corporation"), on the terms and subject to the conditions set forth in this Agreement;

**WHEREAS**, the respective Boards of Directors of Holdings, the Merger Sub and the Company and the shareholders of the Merger Sub and the Company, each have approved and adopted this Agreement and the Merger on the terms and conditions set forth herein; and

**WHEREAS**, each Shareholder has approved and bound himself to the terms of this Agreement as provided herein; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I**  
**MERGER**

**Section 1.01. Merger.**

(a) On and subject to the terms and conditions of this Agreement, at the Effective Time, the Company shall be merged with and into the Merger Sub in accordance with the Indiana Business Corporation Law, as amended (the "IBCL"), and the Illinois Business Corporation Act of 1983, as amended (the "IBCA"). On the Closing Date, the parties shall cause the Merger to be consummated by (i) the Merger Sub filing articles of merger (the "Indiana Articles of Merger"), with the Secretary of State of the State of Indiana in accordance with the applicable provisions of the IBCL and (ii) the

Merger Sub and the Company filing articles of merger (the "Illinois Articles of Merger"), with the Secretary of State of the State of Illinois in accordance with the applicable provisions of the IBCA.

(b) At the Effective Time, the Company shall be merged with and into the Merger Sub, and the separate corporate existence of the Company shall cease, and the Merger Sub shall continue as the "surviving corporation" under the IBCL and the IBCA. From and after the Effective Time, the Merger shall have the effects set forth in this Agreement and in the applicable provisions of the IBCL and the IBCA.

(c) As a result of the Merger and at the Effective Time, (i) the Articles of Incorporation of the Merger Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation and (ii) the Bylaws of the Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, unless and until such Articles of Incorporation or Bylaws, as the case may be, shall hereafter be amended in accordance with the provisions thereof and applicable law.

(d) At the Effective Time, the directors of the Merger Sub shall be the directors of the Surviving Corporation, each to hold office in accordance with the provisions of the IBCL and the Articles of Incorporation and Bylaws of the Surviving Corporation until his successor is duly elected and qualified.

(e) At the Effective Time, the officers of the Merger Sub shall be the officers of the Surviving Corporation, each to hold office in accordance with the provisions of the IBCL and the Articles of Incorporation and Bylaws of the Surviving Corporation until his successor is duly elected and qualified.

**Section 1.02. Effect on Capital Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto:

(a) All of the Shares which are issued and outstanding immediately prior to the Effective Time shall be deemed canceled, and, in exchange therefor, each Shareholder shall be entitled to receive, upon the surrender to Holdings of the certificate(s) which prior to the Effective Time represented Shares in accordance with Section 1.04, such Shareholder's Pro-Rata Share of (i) the merger consideration (the "Merger Consideration") payable in cash (the "Cash Merger Consideration") and (ii) 1,415,931 shares of Series A-2 Preferred Stock, no par value, of Holdings ("Holdings Preferred Stock") (the "Stock Merger Consideration").

(b) All of the shares of capital stock of the Company held as treasury stock, if any, immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

**Section 1.03. Exchange of and Payment for Shares.**



(a) On or promptly following the Effective Time (but in no event before surrender of any certificate(s) which prior to the Effective Time represented Shares), and subject to the provisions of Section 1.03(b), Holdings shall cause to be distributed to or for the account of the Shareholder in whose name such certificate(s) shall have been registered, such Shareholder's applicable portion of the Merger Consideration. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time represented any Shares shall be deemed at and after the Effective Time to represent only the right to receive upon such surrender, subject to the provisions of Section 1.03(c), the Merger Consideration contemplated by the preceding sentence.

(b) If any certificate representing shares of Holdings Preferred Stock is to be paid to or issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the payment or issuance thereof that the certificate so surrendered be properly endorsed and otherwise in proper form for transfer and that the Shareholder requesting such exchange shall pay to Holdings any transfer or other taxes required by reason of the issuance of a certificate representing shares of Holdings Preferred Stock in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or shall establish to the satisfaction of Holdings that such Tax has been paid or is not payable.

(c) All rights to receive the Merger Consideration as described above shall be deemed, when paid or issued hereunder, to have been paid or issued, as the case may be, in full satisfaction of all rights pertaining to the Shares.

(d) After the Effective Time, there shall be no further registration of transfers of the Shares which were outstanding immediately prior to the Effective Time on the stock transfer books. If, after the Effective Time, certificates representing such Shares are presented to the Surviving Corporation or Holdings, they shall be canceled and exchanged for the Merger Consideration into which they were converted as provided herein.

(e) In the event any certificate representing Shares shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by a Shareholder claiming such certificate to be lost, stolen or destroyed and, if required by Holdings, the posting by such Shareholder of a bond in such amount as Holdings may reasonably direct as indemnity against any claim that may be made against it with respect to such certificate, Holdings will issue in exchange for such lost, stolen or destroyed certificate the Merger Consideration deliverable pursuant to this Agreement in respect thereof.

### CLOSING

Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place concurrently with the execution of this Agreement on the date hereof (the "Closing Date") and shall be effective as of 11:59 p.m. (CDT) on the Closing Date (the "Effective Time").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"MERGER SUB"

Bl-Torq Valve Automation, Inc.

By: 

Name: AUGUST PEROLD

Title: PRESIDENT

"HOLDINGS"

Strahman Holdings, Inc.

By: 

Name: AUGUST PEROLD

Title: PRESIDENT

Signature Page to Agreement and Plan of Merger

"COMPANY"

A.V.K. Carbo-Bond, Inc.

By: 

Name: Dave Marut

Title: CEO

"SHAREHOLDERS' REPRESENTATIVE"



David A. Marut

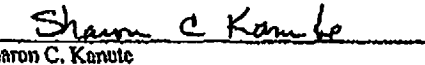
"SHAREHOLDERS"



David A. Marut



Stewart C. Jackson



Sharon C. Karute

Signature Page to Agreement and Plan of Merger