

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392484

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	06/30/2014
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Suhor Industries, Inc.		06/30/2014	Corporation: MISSOURI

## RECEIVING PARTY DATA

<b>Name:</b>	Wilbert Funeral Services, Inc.
<b>Street Address:</b>	2913 Gardner Road
<b>City:</b>	Broadview
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60155
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3827476	SIGNET SUPPLY
Registration Number:	3318054	SI

## CORRESPONDENCE DATA

Fax Number: 3129843150

*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: 312-984-3100

Email: trademarks@bfkn.com

Correspondent Name: Scott J. Slavick

Address Line 1: 200 W. Madison Street, Suite 3900

Address Line 4: Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	WFSI-0182
<b>NAME OF SUBMITTER:</b>	Scott J. Slavick
<b>SIGNATURE:</b>	/Scott J. Slavick/
<b>DATE SIGNED:</b>	07/25/2016

Total Attachments: 8

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OP \$65.00 3827476

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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.cyberdriveillinois.com

**FILED**  
**JUN 30 2014**

JESSE WHITE  
 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 # 5920-219-7 Filing Fee: \$ 100.00 Approved: lt

----- 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 ~~consolidate~~ <sup>merge</sup> and State or Country of Incorporation.  
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Wilbert Funeral Services, Inc.</u>	<u>Illinois</u>	<u>5920-2197</u>
<u>Suhor Industries, Inc.</u>	<u>Missouri</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~~ <sup>surviving</sup> corporation: Wilbert Funeral Services, Inc.  
~~acquiring~~

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

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ <sup>merger</sup> is as follows:  
~~exchange~~

See attached Exhibit A.

5. The ~~consolidation~~ <sup>merger</sup> ~~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.
Wilbert Funeral Services, Inc.	<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"/>	<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:

- 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.
- 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
- 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

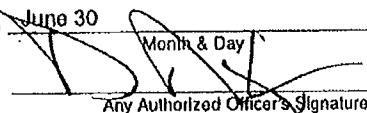
b. Not applicable to 100 percent-owned subsidiaries.

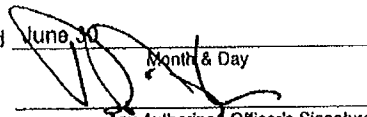
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_, \_\_\_\_\_  
Month & Day Year

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 June 30, 14 Month & Day Year Wilbert Funeral Services, Inc.  
Exact Name of Corporation  
  
Any Authorized Officer's Signature  
Dennis Welzenbach, President  
Name and Title (type or print)

Dated June 30, 14 Month & Day Year Suhor Industries, Inc.  
Exact Name of Corporation  
  
Any Authorized Officer's Signature  
Dennis Welzenbach, 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 REORGANIZATION

The Agreement and Plan of Reorganization (the "Agreement"), dated as of June 3, 2014, is made by and among the following parties (the "Parties"): **Wilbert Funeral Services, Inc.**, an Illinois corporation with its primary offices located at 2913 Gardner Road, Broadview, Illinois 60155 ("Wilbert") and **Suhor Industries, Inc.**, a Missouri corporation with its primary offices located at 10965 Granada Lane, Suite 300, Overland Park, Kansas 66211 ("Suhor").

WHEREAS, Wilbert desires to acquire all of the issued and outstanding shares of the outstanding voting common stock of Suhor, \$1.00 par value per share ("Suhor Common Stock") in exchange for shares of the voting common stock of Wilbert, \$0.001 par value per share ("Wilbert Common Stock"), by virtue of a merger (the "Merger") of Suhor with and into Wilbert, with Wilbert as the surviving corporation (the "Surviving Corporation") from the Merger;

NOW, THEREFORE, in consideration of the mutual representations, warranties, agreements and covenants contained herein, Wilbert and Suhor hereby agree as follows:

### ARTICLE I.

#### TERMS OF THE MERGER & CLOSING; EXCHANGE OF SHARES

Section 1.01. *The Merger.* Upon the terms and subject to the conditions hereof, at the Closing Date (as defined in Section 1.03), Suhor will merge with and into Wilbert and the separate corporate existence of Suhor will thereupon cease. The Merger will have the effects set forth in the applicable provisions of the Illinois Business Corporation Act of 1983, as amended (the "IBCA") and the applicable provisions of the General and Business Corporation Law of Missouri (the "MBCL"), including Surviving Corporation's succession to and assumption of all rights and obligations of Wilbert and Suhor as provided herein.

#### Section 1.02. *Effects of the Merger.*

(a) At the Closing Date and until thereafter amended in accordance with applicable Law, the Articles of Incorporation of Surviving Corporation will be the Articles of Incorporation of Wilbert. Until altered, amended or repealed as provided therein and in the Articles of Incorporation of Surviving Corporation, the Bylaws of Surviving Corporation will be the Bylaws of Wilbert as in effect at the Closing Date. Until thereafter changed in accordance with Law or the Articles of Incorporation or Bylaws of Surviving Corporation, all corporate acts, Contracts, approvals and authorizations of Suhor and Wilbert and their respective shareholders, boards of directors, committees elected or appointed thereby, officers and agents, which were valid and effective immediately prior to the Closing Date, will be taken for all purposes as the acts, Contracts, approvals and authorizations of Surviving Corporation and will be as effective and binding thereon as the same were with respect to Suhor and Wilbert, respectively, as of the Closing Date.

(b) At the Closing Date and until thereafter changed in accordance with the Law or the Articles of Incorporation or Bylaws of Surviving Corporation, the officers and directors of

Wilbert immediately prior to the Closing Date will be the officers and directors of Surviving Corporation.

(c) At the Closing Date, the corporate existence of Suhor and Wilbert will, as provided in the provisions of Law heretofore mentioned, be consolidated and continued in Surviving Corporation, and Surviving Corporation will be deemed to be a continuation in entity and identity of Suhor and Wilbert. All rights, franchises and interests of Suhor and Wilbert, respectively, in and to any type of property and causes in action will be transferred to and vested in Surviving Corporation by virtue of such Merger without further conveyance, reversion or impairment, without further act or deed and without any assignment having occurred, but subject to all existing Liens thereon.

(d) At the Closing Date, Surviving Corporation will be liable for all Liabilities of Suhor and Wilbert. All Liabilities and Contracts of Suhor and of Wilbert, respectively, whether or not reflected or reserved against on balance sheets, books of account, or records of Suhor or Wilbert, as the case may be, will be those of Surviving Corporation and will *not* be released or impaired by the Merger. All rights of creditors and other obligees and all Liens on property of either Suhor or Wilbert will be preserved unimpaired before the Merger.

Section 1.03. *The Closing Date.* The Merger will be effective upon the filing of the Articles of Merger with the Secretary of the State of Illinois (the "Illinois SOS") in accordance with Section 11.40 of the IBCA (the "Closing Date").

Section 1.04. *Merger Consideration.* As consideration for the Merger, Wilbert will deliver to the shareholders of Suhor, in exchange for their shares of Suhor Common Stock, an aggregate such number of shares of Wilbert Common Stock (collectively, the "Merger Consideration") that is consistent with a relative value ratio of Suhor to Wilbert of 1.057 to 1 (the "Relative Value Ratio").

Section 1.05. *Conversion of Shares.* At the Closing Date, by virtue of the Merger and without any action on the part of either Party or any holder of Suhor Common Stock, the shares of the constituent corporations will be converted as follows:

(a) Each share of Wilbert Common Stock that is issued and outstanding immediately prior to the Closing Date (except for Dissenting Shares as provided by law) will remain issued and outstanding from and after the Closing Date.

(b) Each share of the Suhor Common Stock that is issued and outstanding immediately prior to the Closing Date, will by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into and represent the right to receive a number of shares (including fractional shares) of Wilbert Common Stock equal to the quotient of: (i) the product of 1.057 multiplied by the total number of outstanding shares of Wilbert Common Stock as of the Closing Date, divided by (ii) the total number of shares of Suhor Common Stock outstanding immediately prior to the Closing Date (the "Exchange Ratio"). For illustration purposes only, an example calculation of the Exchange Ratio is attached hereto as Exhibit A.

## ARTICLE II.

### TERMINATION

Section 2.01. *Mutual Agreement.* This Agreement may be terminated by the mutual written agreement of the Parties at any time prior to the Closing Date, regardless of whether approval of this Agreement and the Merger by the Suhor Shareholders and/or the Wilbert Shareholders have been previously obtained.

## ARTICLE III.

### REPRESENTATIONS AND WARRANTIES OF WILBERT

Wilbert represents and warrants to Suhor that the statements in this ARTICLE III are true and correct, except as otherwise disclosed:

Section 3.01. *Organization and Capital Stock; Standing and Authority.* Wilbert is an Illinois corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois. As of the date hereof, the authorized capital stock of Wilbert consists solely of 1,000,000 authorized shares of voting common stock, \$0.001 par value per share, of which 160,251 shares are currently issued and outstanding and 50,000 authorized shares of preferred stock, \$0.001 par value per share, of which no shares are currently outstanding. Wilbert has the corporate power and authority necessary to own all of its property and Assets, to incur all of its Liabilities and to carry on its business as now conducted.

Section 3.02. *Authorization.* The Board of Directors of Wilbert has by all requisite action approved this Agreement and the Merger and authorized the execution hereof on its behalf by duly authorized officers and the performance of its obligations hereunder. This Agreement has been duly and validly executed and delivered by Wilbert and constitutes a legal, valid and binding obligation, enforceable against Wilbert in accordance with its terms.

Section 3.03. *No Additional Representations.* Except as expressly set forth in this ARTICLE III and to the extent set forth in other Sections of this Agreement or in other agreements and documents to be delivered pursuant to this Agreement, Wilbert makes no representation or warranty, express or implied.



**EXHIBIT A**

**EXAMPLE CALCULATION OF EXCHANGE RATIO**

Relative Value Ratio of Suhor to Wilbert = 1.057 : 1

Number of Shares of Wilbert Outstanding at Closing Date = 160,251

Suor Common Stock Outstanding at Closing Date = 50,000

$\text{Exchange Ratio} = \frac{(1.057 * \text{Number of Wilbert Shares Outstanding at Closing Date})}{\text{Number of Suor Shares Outstanding at Closing Date}}$
--

$\text{Exchange Ratio} = \frac{(1.057 * 160,251)}{50,000}$
--

$\text{Exchange Ratio} = 3.3877$
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# STATE OF MISSOURI



**Jason Kander**  
Secretary of State

CERTIFICATE OF MERGER  
FOREIGN GEN. BUSINESS - FOR PROFIT SURVIVING

WHEREAS, Articles of Merger of the following entities:

*SUHOR INDUSTRIES, INC. -- 00297907*  
INTO:  
*WILBERT FUNERAL SERVICES, INC. -- F00572626*

organized and existing under the laws of Missouri have been received, found to conform to law, and filed.

NOW, THEREOF, I, JASON KANDER, Secretary of State of the State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforementioned with

*WILBERT FUNERAL SERVICES, INC. -- F00572626*

as the survivor, shall be effective on the date on which the same becomes effective in the State of Illinois. Effective date: June 30, 2014.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of July, 2014.

  
Secretary of State

