

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	11/01/2014

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDCO TOOL OF CHICAGO, INC.		10/31/2014	Corporation: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	Liberty Bell Equipment Corporation
<b>Street Address:</b>	3201 South 76th Street
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	09153
<b>Entity Type:</b>	Corporation: PENNSYLVANIA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2644896	PAINTERS PRIDE PRODUCTS

## CORRESPONDENCE DATA

Fax Number: 8478085500

*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: 8478085500

Email: mail@iphorgan.net

Correspondent Name: Carlynn Davis

Address Line 1: 195 Arlington Heights Rd.

Address Line 2: Ste 125

Address Line 4: Buffalo Grove, ILLINOIS 60089

<b>NAME OF SUBMITTER:</b>	Carlynn Davis
<b>SIGNATURE:</b>	/Carlynn Davis/
<b>DATE SIGNED:</b>	08/22/2016

## Total Attachments: 7

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## OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

NOVEMBER 1, 2014

5910-746-1

C T CORPORATION SYSTEM  
600 S 2ND ST  
SPRINGFIELD, IL 62704

RE MEDCO TOOL OF CHICAGO, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

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**

**OCT 31 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 # 5910-746-1 Filing Fee: \$ 150 Approved: DW

----- 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>Liberty Bell Equipment Corporation</u> <sup>5</sup>	<u>PA</u>	<u>NR</u>
<u>Medco Tool of Chicago, Inc.</u>	<u>IL</u>	<u>59107461</u>
<u>Medco Tool of Baltimore, Inc.</u>	<u>MD</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 surviving ~~new~~ corporation: Liberty Bell Equipment Corporation  
acquiring

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

For more space, attach additional sheets of this size.

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

See attached. Merger to be effective on November 1, 2014 at 12:00AM Eastern Time.

5. The merger 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.
Medco Tool of Chicago, Inc.	<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:

- 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
N/A	N/A	N/A

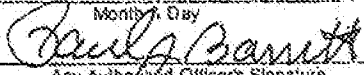
b. Not applicable to 100 percent-owned subsidiaries.

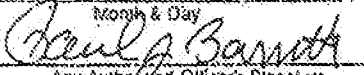
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_  
Month & Day Year

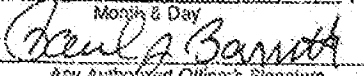
Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(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 October 31 2014 Liberty Bell Equipment Corporation  
Month & Day Year Exact Name of Corporation  
  
Any Authorized Officer's Signature  
Paul J. Barrett, Chief Operating Officer  
Name and Title (type or print)

Dated October 31 2014 Medco Tool of Chicago, Inc.  
Month & Day Year Exact Name of Corporation  
  
Any Authorized Officer's Signature  
Paul J. Barrett, Chief Operating Officer  
Name and Title (type or print)

Dated October 31 2014 Medco Tool of Baltimore, Inc.  
Month & Day Year Exact Name of Corporation  
  
Any Authorized Officer's Signature  
Paul J. Barrett, Chief Operating Officer  
Name and Title (type or print)

## PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of October 31, 2014, is made by and among Liberty Bell Equipment Corporation, a Pennsylvania corporation ("Liberty Bell" or the "Surviving Company"), Medco Tool of Chicago, Inc., an Illinois corporation ("Medco Chicago") and Medco Tool of Baltimore, Inc., a Maryland Corporation ("Medco Baltimore") (each of Medco Chicago and Medco Baltimore is referred to individually as a "Non-Surviving Company" and collectively as the "Non-Surviving Companies"). The Surviving Company and the Non-Surviving Companies are hereinafter sometimes collectively referred to as the "Constituent Companies."

### RECITALS

- A. Liberty Bell is incorporated and existing under Title 15 of the Pennsylvania Consolidated Statutes, as amended (the "PA Act").
- B. Medco Chicago is incorporated and existing under the Business Corporation Act of 1983, as amended (the "IL Act").
- C. Medco Baltimore is incorporated and existing under the Maryland General Corporation law, as amended (the "MD Act" and together with the IL Act and the PA Act, the "Laws").
- D. Medco Baltimore and Medco Chicago are wholly owned subsidiaries of Liberty Bell.
- E. By duly adopted resolutions, the Boards of Directors of the Constituent Companies have approved this Agreement.
- F. By duly adopted resolutions, the shareholders holding all of the outstanding shares of each Constituent Company have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Constituent Companies agree that the Non-Surviving Companies shall be merged with and into the Surviving Company and that the terms and conditions of the merger, the mode of carrying the merger into effect and certain other provisions relating thereto shall be as follows:

Section 1. The Merger. Subject to the terms and conditions of this Agreement, and in accordance with the Laws, at the Effective Time (as hereinafter defined), the Non-Surviving Companies shall be merged with and into the Surviving Company (the "Merger"). At the Effective Time, each separate corporate existence of the Non-Surviving Companies shall thereupon cease and, except as otherwise set forth herein, all of the rights, privileges, powers, immunities, franchises, properties and assets of the Non-Surviving Companies shall be vested in the Surviving Company in accordance with the provisions of the Act. Liberty Bell shall be the surviving company in the Merger with the name "Liberty Bell Equipment Corporation" and shall continue its corporate existence under the laws of the State of Pennsylvania. The Merger shall have the effects specified herein and in the Acts.

Section 2. Effective Time. Provided this Agreement has not been terminated pursuant to Section 5 below, the effective time of the Merger (the "Effective Time") shall be 12:00AM Eastern Time on November 1, 2014.

Section 3. Articles of Incorporation and Bylaws. As of the Effective Time, (i) the Articles of Incorporation of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of the Surviving Company until thereafter duly altered, amended or repealed in accordance with the provisions thereof and applicable law; and (ii) the Bylaws of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Bylaws

of the Surviving Company until thereafter duly altered, amended or repealed in accordance with the provisions thereof and applicable law.

Section 4. Terms of the Merger. Each share of the Non-Surviving Companies issued and outstanding on the Effective Time and all rights in respect thereto shall, at the Effective Time by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof. Each share of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

Section 5. Termination; Abandonment. This Agreement may, for any reason whatsoever, be terminated and the Merger may be abandoned at any time prior to the filing of the Articles of Merger by resolutions of the Boards of Directors or shareholders of the Constituent Companies.

Section 6. Amendment. Subject to the applicable provisions of the Laws, this Agreement may be modified or amended at any time prior to the filing of the Articles of Merger by a written agreement executed and delivered by duly authorized officers each of the Constituent Companies.

Section 7. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

Section 8. Miscellaneous. This Agreement constitutes the entire agreement, and supersedes all other representations, warranties, agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto and their respective successors and assigns. The covenants and agreements of the parties contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of a pdf file containing an executed signature page) in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank;  
Signatures appear on following page]*



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of each of the Constituent Companies as of the date first written above.

**LIBERTY BELL EQUIPMENT  
CORPORATION**

By: \_\_\_\_\_

Name: Paul J. Barrett

Title: Chief Operating Officer

**MEDCO TOOL OF CHICAGO, INC.**

By: \_\_\_\_\_

Name: Paul J. Barrett

Title: Chief Operating Officer

**MEDCO TOOL OF BALTIMORE, INC.**

By: \_\_\_\_\_

Name: Paul J. Barrett

Title: Chief Operating Officer

*[Signature Page to Plan and Agreement of Merger]*