

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/13/2016
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ned Stevens Gutter Cleaning & General Contracting, Inc.		09/13/2016	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Ned Stevens Gutter Cleaning & General Contracting, Inc.
Street Address:	11 Daniel Road East
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2484774	NG NED STEVENS GUTTER CLEANING
Registration Number:	2484775	NED STEVENS GUTTER CLEANING

CORRESPONDENCE DATA

Fax Number: 4122091845

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: 4122974900

Email: iptrademark@cohenlaw.com

Correspondent Name: COHEN & GRIGSBY, P.C.

Address Line 1: 625 Liberty Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

NAME OF SUBMITTER:	Frederick L. Tolhurst
SIGNATURE:	/frederick l. tolhurst/
DATE SIGNED:	09/29/2016

Total Attachments: 9

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Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NED STEVENS GUTTER CLEANING & GENERAL CONTRACTING, INC.", A NEW JERSEY CORPORATION,

WITH AND INTO "NED STEVENS GUTTER CLEANING & GENERAL CONTRACTING, INC." UNDER THE NAME OF "NED STEVENS GUTTER CLEANING & GENERAL CONTRACTING, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTIETH DAY OF SEPTEMBER, A.D. 2016, AT 1:38 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



6149750 8100M
SR# 20165859924

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203024311
Date: 09-20-16

TRADEMARK
REEL: 005886 FRAME: 0782

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
FOREIGN CORPORATION INTO
A DOMESTIC CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Ned Stevens Gutter Cleaning & General Contracting, Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Ned Stevens Gutter Cleaning & General Contracting, Inc., a New Jersey corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Ned Stevens Gutter Cleaning & General Contracting, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)

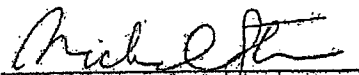
FIFTH: The authorized stock and par value of the non-Delaware corporation is 1,000 shares, no par value.

SIXTH: The merger is to become effective on September 13, 2016, for accounting purposes only.

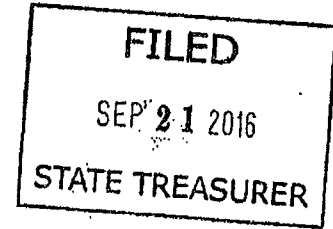
SEVENTH: The Agreement of Merger is on file at 11 Daniel Road East, Fairfield, New Jersey, 07004.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 13th day of September, 2016.

By: 
Name: Michael R. Stevens
Title: President

New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)



This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

- 1. Type of Filing (check one): Merger Consolidation
- 2. Name of Surviving Business Entity: Ned Stevens Gutter Cleaning & General Contracting, Inc. (DE)
- 3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
Ned Stevens Gutter Cleaning & General Contracting, Inc.	New Jersey	0100575335
Ned Stevens Gutter Cleaning & General Contracting, Inc.	Delaware	
- 4. Date Merger/Consolidation adopted: 9/13/16
- 5. Voting: (all corporations involved; attach additional sheets if necessary)
 - a Corp. Name Ned Stevens Gutter Cleaning & General Contracting, Inc. Outstanding Shares 100
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check)

- b Corp. Name Ned Stevens Gutter Cleaning & General Contracting, Inc. Outstanding Shares 100
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check)

- c Corp. Name _____ Outstanding Shares _____
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check)

- 6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State

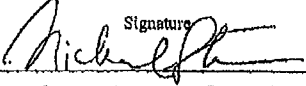
Treasurer: 11 Daniel Road East, Fairfield, NJ 07004

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see Inst.):

Signature	Name	Title	Date
	Michael R. Stevens	President	9-14-12
<u>Signature for both entities</u>			
<u> </u>			
<u> </u>			

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the 13th day of September, 2016, by and between NED STEVENS GUTTER CLEANING & GENERAL CONTRACTING, INC., a Delaware corporation (the "Surviving Entity") and NED STEVENS GUTTER CLEANING & GENERAL CONTRACTING, INC., a New Jersey corporation (the "Merging Entity").

RECITALS

WHEREAS, the Board of Directors of the Merging Entity and the Board of Directors of the Surviving Entity each have determined that a merger of the Merging Entity with and into the Surviving Entity is in the best interests of their respective corporations and stockholders, and accordingly have agreed to effect the merger provided for herein upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE 1

1. The Merger.

1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.3), the Merging Entity shall be merged with and into the Surviving Entity in accordance with this Agreement and the separate corporate existence of the Merging Entity shall thereupon cease (the "Merger"). The Surviving Entity shall be the surviving entity in the Merger. The Merger shall have the effects specified in Section 14A of the New Jersey Business Corporation Act (the "NJBCA") and Section 259 of the General Corporation Law of the State of Delaware (the "DGCL"). It is the intention of the parties that the Merger constitute a tax-free reorganization in accordance with Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

1.2 The Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") shall take place at such time, date or place as the Merging Entity and the Surviving Entity may agree. The date on which the Closing occurs is hereinafter referred to as the "Closing Date."

1.3 Effective Time. If this Agreement shall not have been terminated as provided in Article 6, the parties hereto shall cause a Certificate of Merger (the "Certificate of Merger") to be properly executed, verified and delivered for filing in accordance with the NJBCA and the DGCL on the Closing Date. The Merger shall become effective upon the acceptance for record of the Certificate of Merger by the Secretary of State of the State of Delaware or at such later time which the parties hereto shall have agreed upon and designated in such filings in accordance with applicable law as the effective time of the Merger (the "Effective

Time").

ARTICLE 2

2. Name, Charter and Bylaws of the Surviving Entity.

2.1 Name of the Surviving Entity. The name of the Surviving Entity immediately prior to the Effective Time shall be the name of the Surviving Entity.

2.2 Charter. The charter of the Surviving Entity in effect immediately prior to the Effective Time shall be the charter of the Surviving Entity until duly amended in accordance with applicable law.

2.3 Bylaws. The Bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity until duly amended in accordance with applicable law.

ARTICLE 3

3. Directors and Officers of the Surviving Entity.

3.1 Directors. The directors of the Surviving Entity immediately prior to the Effective Time shall be the directors of the Surviving Entity as of the Effective Time.

3.2 Officers. The officers of the Surviving Entity immediately prior to the Effective Time shall be the officers of the Surviving Entity as of the Effective Time.

ARTICLE 4

4. Effect of Merger on Shares of Stock.

4.1 Effect of Merger on Shares of Stock of the Merging Entity. At the Effective Time, each issued and outstanding share of stock of the Merging Entity shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired without any conversion thereof and shall cease to exist and no payment or distribution of any consideration shall be made with respect thereto.

4.2 Effect of Merger on Shares of Stock of the Surviving Entity. Each share of stock of the Surviving Entity issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and constitute the only issued and outstanding shares of stock of the Surviving Entity at the Effective Time.

ARTICLE 5

5. Conditions. The respective obligation of each party to effect the Merger is not subject to any further conditions.

ARTICLE 6

6. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of the Merger by the stockholders of the Merging Entity, by the mutual written consent of the Merging Entity and the Surviving Entity.

ARTICLE 7

7. General Provisions.

7.1 Entire Agreement. This Agreement, the Exhibits and any documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

7.2 Amendment. This Agreement may be amended by the parties hereto, by action taken by their respective Boards of Directors, at any time before or after approval of the Merger by the stockholders of the Merging Entity, but after any such stockholder approval, no amendment shall be made which by law requires the further approval of the stockholders of the Merging Entity without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws.

7.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

7.5 Headings. Headings of the Articles and Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

7.6 Interpretation. In this Agreement, unless the context otherwise requires, words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa.

7.7 Incorporation. All Exhibits attached hereto and referred to herein are hereby incorporated herein and made a part hereof for all purposes as if fully set forth herein.

7.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

[signatures on next page]

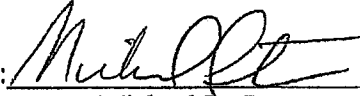
IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

ATTEST:

SURVIVING ENTITY:

NED STEVENS GUTTER CLEANING & GENERAL
CONTRACTING, INC.,
a Delaware corporation

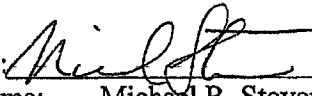
By: _____
Name: _____
Title: _____

By:  _____ (SEAL)
Name: Michael R. Stevens
Title: President

MERGING ENTITY:

NED STEVENS GUTTER CLEANING & GENERAL
CONTRACTING, INC.,
a New Jersey corporation

By: _____
Name: _____
Title: _____

By:  _____ (SEAL)
Name: Michael R. Stevens
Title: President