

900381945 10/19/2016

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM402523

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                       |
| <b>NATURE OF CONVEYANCE:</b> | MERGER   |
| <b>EFFECTIVE DATE:</b>       | <del>12/30/2016</del> 12/31/2015 <i>MT 11/3/2016</i> |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type                         |
|----------------------------------|----------|----------------|-------------------------------------|
| Safeguard Industrial Supply, LLC |          | 12/30/2015     | Limited Liability Company: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                        |
|------------------------|------------------------|
| <b>Name:</b>           | AramSCO Holdings, Inc. |
| <b>Street Address:</b> | 1480 Grandview Avenue  |
| <b>City:</b>           | Paulsboro              |
| <b>State/Country:</b>  | NEW JERSEY             |
| <b>Postal Code:</b>    | 08066                  |
| <b>Entity Type:</b>    | Corporation: DELAWARE  |

**PROPERTY NUMBERS Total: 28**

| Property Type        | Number  | Word Mark                 |
|----------------------|---------|---------------------------|
| Registration Number: | 5042201 | TRUBRAND                  |
| Registration Number: | 4875130 | BUYER'S ADVANTAGE NETWORK |
| Registration Number: | 4864387 | DRAGON SKIN               |
| Registration Number: | 4864386 | DRAGON SKIN               |
| Registration Number: | 4753104 | FREE OUT                  |
| Registration Number: | 4753103 | E-Z EXTRACT               |
| Registration Number: | 4753102 | FREE OUT                  |
| Registration Number: | 4753101 | E-Z EXTRACT               |
| Registration Number: | 4749358 | PRE-PHIX                  |
| Registration Number: | 4749356 | PRE-PHIX                  |
| Registration Number: | 4327208 | 1ST POLY                  |
| Registration Number: | 4263513 | AEGIS                     |
| Registration Number: | 4186246 | AEGIS                     |
| Registration Number: | 4080249 | RAM-TACK                  |
| Registration Number: | 4070310 | LYNX                      |
| Registration Number: | 4084365 | SHIELDTECH                |
| Registration Number: | 4029309 | SYCLONE                   |
| Registration Number: | 3998781 | SHIELDTECH                |

CH \$715.00 5042201

| Property Type        | Number   | Word Mark      |
|----------------------|----------|----------------|
| Registration Number: | 2540435  | TRI-TUFF .     |
| Registration Number: | 2481863  | CHEMSAFE       |
| Registration Number: | 2307568  | ARAMSCO        |
| Registration Number: | 1294531  | A ARAMSCO      |
| Serial Number:       | 86255269 | POWER CLEAN 12 |
| Serial Number:       | 86255265 | POWER CLEAN 7  |
| Serial Number:       | 86255254 | POWER CLEAN 1  |
| Serial Number:       | 86254803 | POWER CLEAN 12 |
| Serial Number:       | 86254799 | POWER CLEAN 7  |
| Serial Number:       | 86254793 | POWER CLEAN 1  |

**CORRESPONDENCE DATA**

Fax Number: 6196967124

*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: (215) 717-4025

Email: ipdocket@gordonrees.com

Correspondent Name: Gordon & Rees Scully Mansukhani, LLP

Address Line 1: 101 W. Broadway, Suite 2000

Address Line 4: San Diego, CALIFORNIA 92101

|                           |                     |
|---------------------------|---------------------|
| <b>NAME OF SUBMITTER:</b> | Maria V. Thompson   |
| <b>SIGNATURE:</b>         | /Maria V. Thompson/ |
| <b>DATE SIGNED:</b>       | 10/19/2016          |

**Total Attachments: 4**

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source=Agreement and Plan of Merger of Safeguard Industrial Supply, LLC with Aramsco Holdings, Inc#page3.tif  
source=Agreement and Plan of Merger of Safeguard Industrial Supply, LLC with Aramsco Holdings, Inc#page4.tif

**EXECUTION VERSION**  
AGREEMENT AND PLAN OF MERGER  
OF  
SAFEGUARD INDUSTRIAL SUPPLY, LLC  
(a Delaware limited liability company)  
WITH AND INTO  
ARAMSCO HOLDINGS, INC.  
(a Delaware corporation)

AGREEMENT AND PLAN OF MERGER, dated as of December 30, 2015 (this "Agreement"), by and between Safeguard Industrial Supply, LLC, a Delaware limited liability company (the "Company"), and Aramsco Holdings, Inc., a Delaware corporation (the "Corporation").

WHEREAS, this Agreement and the transactions contemplated by this Agreement have been authorized in accordance with the Delaware Limited Liability Company Act (the "LLC Act") and with the limited liability company agreement of the Company;

WHEREAS, the Board of Directors of the Corporation has approved and adopted this Agreement and the transactions contemplated by this Agreement, after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the LLC Act and Delaware General Corporation Law (the "DGCL"), will merge with and into the Corporation, with the Corporation as the surviving corporation (the "Merger").

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 264 of the DGCL and Section 18-209 of the LLC Act, the Company shall be merged with and into the Corporation at the Effective Time (defined below). Following the Effective Time, the separate existence of the Company shall cease, and the Corporation shall continue as the surviving corporation (the "Surviving Corporation").

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "Certificate of Merger") complying with Section 264(c) of the DGCL with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective as of 11:58 p.m. Eastern Standard Time on December 31, 2015 (the "Effective Time").

(b) The Merger shall have the effects set forth in this Agreement and the DGCL, including without limitation, Section 259 of the DGCL. Without limiting the generality of the foregoing, from the Effective Time, all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Corporation, as the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Corporation, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Corporation in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL, and the certificate of incorporation of the Corporation in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

4. Directors and Officers. The directors and officers of the Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the DGCL.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Corporation or the Company or the holders of equity interests of the Company:

(a) the equity interests of the Company will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of common stock of the Corporation, par value \$0.01 per share issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

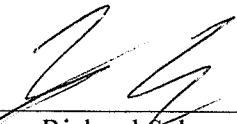
12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would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

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

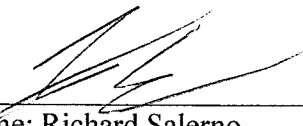
*[Signature Page Follows]*

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

SAFEGUARD INDUSTRIAL SUPPLY, LLC  
a Delaware limited liability company

By:   
Name: Richard Salerno  
Title: President and CEO

ARAMSCO HOLDINGS, INC.  
a Delaware corporation

By:   
Name: Richard Salerno  
Title: President and CEO