

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418573

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/02/2017
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intren, Inc.		02/02/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Intren Merger Sub, LLC
Street Address:	18202 West Union Road
City:	Union
State/Country:	ILLINOIS
Postal Code:	60180
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3677480	INTREN
Registration Number:	4009896	INTREN
Registration Number:	3744261	INTREN TRENCH-IT
Registration Number:	3744263	INTREN TRENCH-IT
Registration Number:	3621622	TRENCH-IT
Registration Number:	4928733	L2 CONSTRUCTION MANAGEMENT SOLUTIONS
Registration Number:	5017934	L2CMS

CORRESPONDENCE DATA

Fax Number: 3172371000

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: (317) 237-1029

Email: abe.shanehsaz@faegrebd.com

Correspondent Name: Abe Shanehsaz, Faegre Baker Daniels LLP

Address Line 1: 300 North Meridian Street, Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 506065.1

OP \$190.00 3677480

NAME OF SUBMITTER:	Abe Jentry Shanehsaz
SIGNATURE:	/Abe J. Shanehsaz/
DATE SIGNED:	03/07/2017
Total Attachments: 15 source=Intren - Articles of Merger documents#page1.tif source=Intren - Articles of Merger documents#page2.tif source=Intren - Articles of Merger documents#page3.tif source=Intren - Articles of Merger documents#page4.tif source=Intren - Articles of Merger documents#page5.tif source=Intren - Articles of Merger documents#page6.tif source=Intren - Articles of Merger documents#page7.tif source=Intren - Articles of Merger documents#page8.tif source=Intren - Articles of Merger documents#page9.tif source=Intren - Articles of Merger documents#page10.tif source=Intren - Articles of Merger documents#page11.tif source=Intren - Articles of Merger documents#page12.tif source=Intren - Articles of Merger documents#page13.tif source=Intren - Articles of Merger documents#page14.tif source=Intren - Articles of Merger documents#page15.tif	

Form **LLC-37.25**
May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

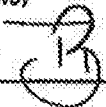
Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Merger

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$ 100.00
(Filing fee \$100 plus \$50 each entity more than two)

Approved: 

FILE # 05997992

This space for use by Secretary of State.

FILED

FEB 02 2017

**JESSE WHITE
SECRETARY OF STATE**

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Intren, Inc.</u>	<u>Corporation</u>	<u>Illinois</u>	<u>07/05/1991</u>	<u>56451153</u>
<u>Intren Merger Sub, LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>12/27/2016</u>	<u>05997992</u>

2. A copy of the plan as approved must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Intren Merger Sub, LLC

b. Address of Surviving Entity: 18202 West Union Rd, Union, IL 60180

c. File Number (if any): 05997992

d. Jurisdiction: Illinois

4. Effective date of merger: (check one)

a. the filing date, or

b. a later date, but not more than 30 days subsequent to the filing date: _____
Month, Day, Year

5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:

Article 1 of the Articles of Organization is amended to read as follows:


"The name of the Limited Liability Company is Intren, LLC."

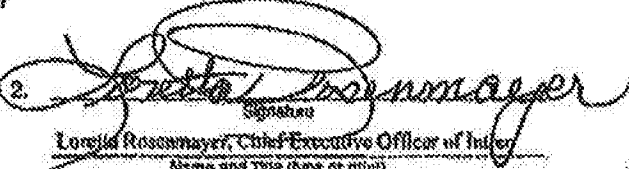
LLC-37.26

If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

6. The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated February 2, 2017
Month & Day Year

1. 
Signature
Lonella Rosemayer, Chief Executive Officer
Name and Title (type or print)
Intron, Inc.
Name if a Corporation or other Entity

2. 
Signature
Lonella Rosemayer, Chief Executive Officer of Intron Holdings Corp., the Manager of Intron Merger Sub, LLC
Name and Title (type or print)
Name if a Corporation or other Entity

3. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

4. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.
Carbon copy, photocopy or rubber stamp signatures
may only be used on conformed copies.**

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 2, 2017, by and between INTREN MERGER SUB, LLC, an Illinois limited liability company ("Acquiror"), and INTREN, INC., an Illinois corporation (the "Company", and collectively with the Acquiror, the "Constituent Entities").

WHEREAS, the Constituent Entities have determined that it is advisable and in their best interests that the Company should be merged with and into Acquiror on the terms and conditions hereinafter set forth (the "Merger").

WHEREAS, the Board of Directors and sole shareholder of the Company, and the Manager and sole member of Acquiror have approved this agreement in the manner required by the provisions of the Business Corporation Act of 1983 of the State of Illinois (the "BCA") and the Illinois Limited Liability Company Act (the "LLC Act").

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 the provisions of the BCA and the LLC Act, the Company shall be merged with and into Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and Acquiror shall continue as the surviving entity (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement, the BCA and the LLC Act.

2. Effective Time.

(a) The Merger shall become effective upon the filing of the Articles of Merger (the "Effective Time").

(b) Immediately following the Effective Time, with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Company, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Entity without further act or deed; and all property, rights and every other interest of the Surviving Entity and the Company shall be effectively the property of the Surviving Entity as they theretofore were of the Surviving Entity and the Company, respectively. The Company hereby agrees from time to time as and when requested by the Surviving Entity or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity, title to and possession of any and all property of the Company and otherwise to carry out all the intents and purposes hereof.

(c) Immediately following the Effective Time, without limiting the force and effect of any applicable provisions of the BCA and the LLC Act with respect to the legal effect of the Merger, all of the contracts and agreements to which the Company is a party shall be automatically assumed by the Surviving Entity.

(d) The Surviving Entity shall be responsible and liable for all liabilities and obligations of the Company. Any claim existing or action or proceeding pending by or against the Company may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be substituted in the place of the Company, and neither the rights of creditors nor any liens upon the property of the Company shall be impaired by the Merger. The Surviving Entity shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of the Company.

3. Organizational Documents.

(a) The name of the Surviving Entity shall be "Intren, LLC."

(b) The Operating Agreement of the Acquiror in effect at the Effective Time shall be the Operating Agreement of the Surviving Entity until thereafter amended as provided therein or by the LLC Act, *provided*, that the Operating Agreement shall be amended to reflect the following name change noted in Section 3(a), including to amend and restate in its entirety Section 1 of the Operating Agreement:

"1. Name. The name of the Company is "Intren, LLC."

(c) Article 1 of the Articles of Organization of the Acquiror in effect immediately prior to the Effective Time, shall be amended as follows:

"Article 1. The name of the limited liability company is Intren, LLC."

(d) The Articles of Organization of the Acquiror, as amended herein, shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided therein or by the LLC Act.

(e) The sole shareholder of the Company immediately prior to the Effective Time will be the sole member of the Surviving Entity as of the Effective Time pursuant to Section 5 below.

4. Manager of the Surviving Entity. The manager of Acquiror prior to the Effective Time shall be deemed to have resigned from such position effective immediately prior to the Effective Time. The manager of the Surviving Entity from and after the Effective Time shall be Loretta Rosenmayer, a natural person, and shall hold office until the earlier of her death, resignation or removal or her respective successor or successors is or are duly elected or appointed and qualified in the manner provided for in the Articles of Organization and Operating Agreement of the Surviving Entity or as otherwise provided by the LLC Act.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company, without par value per share ("**Company Common Stock**"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable Unit of the Surviving Entity ("**Surviving Entity Units**");

(b) each share of Company Common Stock that is owned by the Company (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each Unit of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Stock Certificates. Upon surrender by the sole shareholder of the Company of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Stock to Acquiror for cancellation, together with such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Entity Units representing, in the aggregate, the number of shares that such holder has the right to receive pursuant to Section 5 after taking into account all shares of Company Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Entity Units pursuant to Section 5, and until such surrender or exchange, no such Surviving Entity Units shall be delivered to the holder of such outstanding Certificate in respect thereof.

7. Entire Agreement. This Agreement together with the Articles 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.

8. 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.

9. 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.

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

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and then only

prior to the filing of the Articles of Merger. 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.

12. 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.

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

14. 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, email 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 and Plan of Merger as of the date first above written.

COMPANY:

INTREN, INC.,
an Illinois corporation

By: 
Name: Loretta Rosenmayer
Title: Chief Executive Officer

ACQUIROR:

INTREN MERGER SUB, LLC,
an Illinois limited liability company

By: 
Name: Loretta Rosenmayer
Title: Chief Executive Officer

FORM BCA 11.39 (rev. Dec. 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
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

FEB 03 2017

**JESSE WHITE
SECRETARY OF STATE**

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

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

File # 56451153

Filing Fee: \$

100.00

Approved: *JW*

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

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<u>Intren, Inc.</u>	<u>Illinois</u>	<u>56451153</u>
<u>Intren Merger Sub, LLC</u>	<u>Illinois</u>	<u>05997992</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Intren Merger Sub, LLC

b. Corporation or Limited Liability Company shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
Please see attached.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

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. (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Intren, 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 survivor is an Illinois Corporation or an Illinois Limited Liability Company.

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

- a. The surviving Limited Liability Company 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 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 Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company 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 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. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in **BLACK INK**.


Dated February 2 2017 INTREN, INC.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
Lorella Rosenmayer, Chief Executive Officer
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. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in **BLACK INK**.

Dated February 2 2017 INTREN MERGER SUB, LLC
Month & Day Year Exact Name of Limited Liability Company

Signature
Lorella Rosenmayer, Chief Executive Officer
Name and Title (type or print)
of Intren Holdings Corp., the Manager of Intren Merger Sub, LLC

Dated _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 2, 2017, by and between INTREN MERGER SUB, LLC, an Illinois limited liability company ("Acquiror"), and INTREN, INC., an Illinois corporation (the "Company", and collectively with the Acquiror, the "Constituent Entities").

WHEREAS, the Constituent Entities have determined that it is advisable and in their best interests that the Company should be merged with and into Acquiror on the terms and conditions hereinafter set forth (the "Merger").

WHEREAS, the Board of Directors and sole shareholder of the Company, and the Manager and sole member of Acquiror have approved this agreement in the manner required by the provisions of the Business Corporation Act of 1983 of the State of Illinois (the "BCA") and the Illinois Limited Liability Company Act (the "LLC Act").

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 the provisions of the BCA and the LLC Act, the Company shall be merged with and into Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and Acquiror shall continue as the surviving entity (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement, the BCA and the LLC Act.

2. Effective Time.

(a) The Merger shall become effective upon the filing of the Articles of Merger (the "Effective Time").

(b) Immediately following the Effective Time, with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Company, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Entity without further act or deed; and all property, rights and every other interest of the Surviving Entity and the Company shall be effectively the property of the Surviving Entity as they theretofore were of the Surviving Entity and the Company, respectively. The Company hereby agrees from time to time as and when requested by the Surviving Entity or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity, title to and possession of any and all property of the Company and otherwise to carry out all the intents and purposes hereof.

(c) Immediately following the Effective Time, without limiting the force and effect of any applicable provisions of the BCA and the LLC Act with respect to the legal effect of the Merger, all of the contracts and agreements to which the Company is a party shall be automatically assumed by the Surviving Entity.

(d) The Surviving Entity shall be responsible and liable for all liabilities and obligations of the Company. Any claim existing or action or proceeding pending by or against the Company may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be substituted in the place of the Company, and neither the rights of creditors nor any liens upon the property of the Company shall be impaired by the Merger. The Surviving Entity shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of the Company.

3. Organizational Documents.

(a) The name of the Surviving Entity shall be "Intren, LLC."

(b) The Operating Agreement of the Acquiror in effect at the Effective Time shall be the Operating Agreement of the Surviving Entity until thereafter amended as provided therein or by the LLC Act, *provided*, that the Operating Agreement shall be amended to reflect the following name change noted in Section 3(a), including to amend and restate in its entirety Section 1 of the Operating Agreement:

"1. Name. The name of the Company is "Intren, LLC."

(c) Article 1 of the Articles of Organization of the Acquiror in effect immediately prior to the Effective Time, shall be amended as follows:

"Article 1. The name of the limited liability company is Intren, LLC."

(d) The Articles of Organization of the Acquiror, as amended herein, shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided therein or by the LLC Act.

(e) The sole shareholder of the Company immediately prior to the Effective Time will be the sole member of the Surviving Entity as of the Effective Time pursuant to Section 5 below.

4. Manager of the Surviving Entity. The manager of Acquiror prior to the Effective Time shall be deemed to have resigned from such position effective immediately prior to the Effective Time. The manager of the Surviving Entity from and after the Effective Time shall be Loretta Rosenmayer, a natural person, and shall hold office until the earlier of her death, resignation or removal or her respective successor or successors is or are duly elected or appointed and qualified in the manner provided for in the Articles of Organization and Operating Agreement of the Surviving Entity or as otherwise provided by the LLC Act.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company, without par value per share ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable Unit of the Surviving Entity ("Surviving Entity Units");

(b) each share of Company Common Stock that is owned by the Company (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each Unit of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Stock Certificates. Upon surrender by the sole shareholder of the Company of the certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Stock to Acquiror for cancellation, together with such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Entity Units representing, in the aggregate, the number of shares that such holder has the right to receive pursuant to Section 5 after taking into account all shares of Company Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Entity Units pursuant to Section 5, and until such surrender or exchange, no such Surviving Entity Units shall be delivered to the holder of such outstanding Certificate in respect thereof.

7. Entire Agreement. This Agreement together with the Articles 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.

8. 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.

9. 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.

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

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and then only

prior to the filing of the Articles of Merger. 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.

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

14. 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, email 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 and Plan of Merger as of the date first above written.

COMPANY:

INTREN, INC.,
an Illinois corporation

By: 
Name: Loretta Rosenmayer
Title: Chief Executive Officer

ACQUIROR:

INTREN MERGER SUB, LLC,
an Illinois limited liability company

By: 
Name: Loretta Rosenmayer
Title: Chief Executive Officer