

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/29/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ward Adhesives, Inc.		09/29/2014	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Applied Products, Inc.		
<b>Street Address:</b>	6035 Baker Road		
<b>City:</b>	Minnetonka		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55345		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4339404	ASURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	3128637141		
<b>Email:</b>	kristen.lange@goldbergkohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd. 55 E. Monroe St.		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.360		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		
<b>SIGNATURE:</b>	/kristenlange/		
<b>DATE SIGNED:</b>	03/17/2017		
<b>Total Attachments: 18</b>			
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Office of the Minnesota Secretary of State  
Certificate of Merger

I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A.

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: APPLIED PRODUCTS, INC.  
WISCONSIN: WARD ADHESIVES, INC

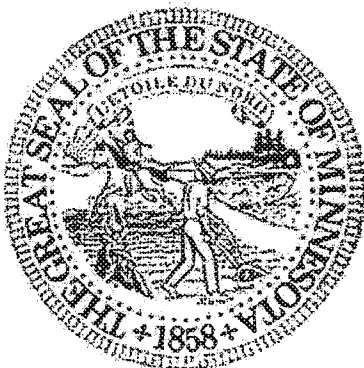
Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: APPLIED PRODUCTS, INC.

Name of Surviving Entity after Effective Date of Merger:

APPLIED PRODUCTS, INC.

This certificate has been issued on: 09/29/2014



*Mark Ritchie*

Mark Ritchie  
Secretary of State  
State of Minnesota

TRADEMARK

REEL: 006011 FRAME: 0162

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DC

**ARTICLES OF MERGER**  
OF

**WARD ADHESIVES, INC.**

**AND**

**APPLIED PRODUCTS, INC.**

To the Secretary of State  
State of Minnesota

Pursuant to the provisions of the Minnesota Business Corporation Act governing the merger of a foreign corporation for profit into a domestic corporation for profit, the corporations hereinafter named do hereby adopt the following Articles of Merger.

1. The names of the merging corporations are Ward Adhesives, Inc., which is a corporation for profit organized under the laws of the State of Wisconsin, and Applied Products, Inc., which is a corporation for profit organized under the laws of the State of Minnesota, and which is subject to the provisions of the Minnesota Business Corporation Act.
2. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging Ward Adhesives, Inc. with and into Applied Products, Inc. as set forth in a resolution approved by the affirmative vote of all of the members of the Board of Directors of Applied Products, Inc.
3. The Agreement and Plan of Merger has been approved by Applied Products, Inc. pursuant to Chapter 302A, Minnesota Statutes.
4. The laws of the jurisdiction of organization of Ward Adhesives, Inc. permit the merger of a corporation for profit of that jurisdiction with and into a corporation for profit of another jurisdiction; and the merger of Ward Adhesives, Inc. with and into Applied Products, Inc. is in compliance with the laws of the jurisdiction of organization of Ward Adhesives, Inc.
5. Applied Products, Inc. will continue its existence as the surviving corporation under its current name pursuant to the provisions of the Minnesota Business Corporation Act and hereby adopts the Amended and Restated Articles of Incorporation attached hereto as Exhibit B and incorporated herein by reference.
6. The merger of Ward Adhesives, Inc. with and into Applied Products, Inc. shall become effective in the State of Minnesota when the Secretary of State of the State of Minnesota files these Articles of Merger.

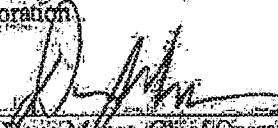
**TRADEMARK**

**REEL: 006011 FRAME: 0163**

I certify that I am authorized to execute this document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in section 609.48, Minnesota Statutes as if I had signed this document under oath.

Executed on September 26, 2014

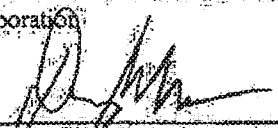
WARD ADHESIVES, INC., a Wisconsin Corporation

By:   
Doug Moore, Chief Operating Officer,  
Chief Financial Officer and Secretary

I certify that I am authorized to execute this document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in Section 609.48, Minnesota Statutes as if I had signed this document under oath.

Executed on September 26, 2014

APPLIED PRODUCTS, INC., a Minnesota Corporation

By:   
Doug Moore, Chief Operating Officer,  
Chief Financial Officer and Secretary

Signature Page to MN Articles of Merger

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

*(see attached)*

LEGAL123434874.2

**AGREEMENT AND PLAN OF MERGER**

between

**WARD ADHESIVES, INC.,**

a Wisconsin corporation

and

**APPLIED PRODUCTS, INC.,**

a Minnesota corporation

dated as of

**September 26, 2014**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("*Agreement*") is entered into as of September 26, 2014 by and between Ward Adhesives, Inc., a Wisconsin corporation (the "*Non-Survivor*") and a wholly-owned subsidiary of Ward Adhesives Holdings, Inc. (the "*Parent*"), and Applied Products, Inc., a Minnesota corporation (the "*Survivor*"), also a wholly-owned subsidiary of Parent. The Non-Survivor and the Survivor are sometimes collectively referred to in this Agreement as the "*Constituent Corporations*."

### RECITALS

A. The Non-Survivor is a corporation organized and existing under the laws of the State of Wisconsin, with its principal office in Pewaukee, Wisconsin.

The authorized capital stock of the Non-Survivor consists of 20,000 authorized shares of which 2,000 are designated as voting common stock and 18,000 are designated as non-voting common stock each with a par value of \$0.01 per share, of which 1,000 shares of voting common stock are duly issued and outstanding on the date hereof.

B. The Survivor is a corporation organized and existing under the laws of the State of Minnesota, with its principal office in Minnetonka, Minnesota.

The authorized capital stock of the Survivor consists of 200,000 authorized shares of which 100,000 are designated as voting common stock and 100,000 are designated as non-voting common stock each having no par value, of which 5,000 shares of voting common stock are duly issued and outstanding on the date hereof.

C. The Board of Directors and the sole stockholder of each Constituent Corporation deems it advisable and in the best interests of the Constituent Corporations that the Non-Survivor be merged into the Survivor (the "*Merger*") as authorized by the laws of the State of Minnesota and the State of Wisconsin.

### AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

#### I. Merger; Effectiveness

The Non-Survivor shall be merged into the Survivor pursuant to the applicable provisions of the Minnesota Business Corporation Act, the Wisconsin Business Corporation Law, and in accordance with the terms and conditions of this Agreement.

Upon completion of the following events:



(a) the approval of the plan of merger as stated herein by the Board of Directors of each of the Constituent Corporations,

(b) the approval of the plan of merger as stated herein by the sole stockholder of the voting common stock of each of the Constituent Corporations,

(c) the execution by the Surviving Corporation of Articles of Merger incorporating this Agreement and the filing of such Articles of Merger with the Minnesota Secretary of State, and

(d) the execution by the Non-Surviving Corporation of Articles of Merger incorporating this Agreement and the filing of such Articles of Merger with the Wisconsin Department of Financial Institutions.

The Merger shall become effective on the date of filing of the Articles of Merger with the Minnesota Secretary of State and the Articles of Merger with the Wisconsin Secretary of State (the "*Effective Time of the Merger*").

## 2. Certificate of Incorporation

At the Effective Time of the Merger the Articles of Incorporation of the Survivor shall be automatically amended and restated in the form attached hereto as Exhibit A, and such Amended and Restated Articles of Incorporation shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed.

## 3. Bylaws

The Bylaws of the Survivor in effect at the Effective Time of the Merger shall, at the Effective Time of the Merger, be and remain the Bylaws of the Surviving Corporation.

## 4. Directors and Officers

The directors and officers of the Survivor in office at the Effective Time of the Merger shall, at the Effective Time of the Merger, continue as the directors and officers of the Surviving Corporation and shall hold such offices in accordance with and subject to the Amended and Restated Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time of the Merger.

## 5. Conversion of Shares

At the Effective Time of the Merger, the outstanding shares of stock of the Non-Survivor which are owned by the sole stockholder of both the Survivor and the Non-Survivor shall, by virtue of the Merger and without any action on the part of such sole stockholder, be cancelled and the sole stockholder of the Survivor will continue to own all of the outstanding stock of the Surviving Corporation.

## 6. Rights, Duties, Powers, Liabilities, Etc.

At the Effective Time of the Merger, the separate existence of the Non-Survivor shall cease, and the Non-Survivor shall be merged in accordance with the provisions of this Agreement with and into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, duties and liabilities of each of the Constituent Corporations; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall be vested in the Surviving Corporation without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

## 7. Implementation.

(a) Each of the Constituent Corporations hereby agrees that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

(b) Each of the Constituent Corporations shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the States of Minnesota and Wisconsin to consummate and make effective the Merger.

## 8. Termination

This Agreement may be terminated for any reason at any time before the filing of the Articles of Merger with the Secretary of State of the State of Minnesota and the Articles of Merger with the Wisconsin Department of Financial Institutions (whether before or after approval by the sole stockholder of the Constituent Corporations), by resolution of the Board of Directors of each of the Constituent Corporations.

## 9. Amendment

This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of each of the Constituent

Corporations; provided, however, that this Agreement may not be amended or supplemented after having been approved by the sole stockholder of a Constituent Corporation except by a vote or consent of the sole stockholder in accordance with applicable law and then only prior to the filing of the Articles of Merger.

*(Signature Page Follows)*

WARD ADHESIVES, INC.

a Wisconsin corporation

By 

Doug Moore, Chief Financial Officer

APPLIED PRODUCTS, INC.

a Minnesota corporation

By 

Doug Moore, Chief Financial Officer

EXHIBIT B  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
APPLIED PRODUCTS, INC.

*(see attached)*

LEGAL123434874.2

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION OF**  
**APPLIED PRODUCTS, INC.**

Pursuant to the Minnesota Business Corporation Act, Minnesota Statutes Chapter 302A, the following Amended and Restated Articles of Incorporation of Applied Products, Inc. (the "Corporation") by the sole shareholder and the board of directors of the Corporation by unanimous written consent executed as of even date herewith:

**ARTICLE I**  
**NAME**

The name of the Corporation shall be Applied Products, Inc.

**ARTICLE II**  
**CORPORATE EXISTENCE**

The Corporation was originally incorporated on January 28, 2005 as Itasca Industries, Inc. and issued corporation number 1213081-2. The name of the Corporation was subsequently changed to Applied Products, Inc. effective as of August 3, 2005. The Corporation's existence is perpetual.

**ARTICLE III**  
**STOCK**

**3.1 Authorized Common Shares**

The aggregate number of common voting shares which the Corporation is authorized to issue is 100,000 shares of no par value common voting stock. The aggregate number of common non-voting shares which the Corporation is authorized to issue is 100,000 shares of no par value common non-voting stock.

**3.1.1 Voting Rights and Notice**

At all meetings of Shareholders, each Shareholder shall be entitled to one vote for each share of common voting stock held by him, which may be cast by the Shareholder in person or by proxy. The holders of common voting and non-voting shares issued and outstanding shall have and possess the right to notice of Shareholders' meetings, while the holders of common voting shares possess the exclusive voting right and power.

**3.1.2 Dividends**

Dividends may be paid on the common shares out of any assets at the time legally available therefor. Any dividend so declared shall be distributed among and paid to the holders of the outstanding common shares according to their respective

shares, without distinction between voting and non-voting shares. The Board of Directors shall be deemed to have declared such dividends at the time of payment if the total dividends paid at any one time are, in the aggregate, less than \$5,000.00.

### 3.1.3 Liquidation

In the event of the voluntary or involuntary liquidation, dissolution, or winding up of this Corporation, subject to all of the preferential rights of the holders of any preferred shares on distributions or otherwise, the holders of the common shares shall be entitled to receive all of the remaining assets of the Corporation and such assets shall be distributed to the holders of the outstanding common shares without distinction according to their respective shares.

### 3.2 Cumulative Voting

There shall be no cumulative voting.

### 3.3 Pre-emptive Rights of Shareholders

Subject to a separate written agreement, the Corporation elects to have pre-emptive rights applicable to its shares in the manner and to the extent set forth below. The Shareholders of the Corporation shall have the right to acquire proportional amounts of the Corporation's unissued shares upon the decision of the Corporation's Board of Directors to issue them and shall be provided a fair and reasonable opportunity to exercise such right on uniform terms and conditions prescribed by the Board of Directors. This pre-emptive right only gives shareholders the right to acquire proportional amounts of the type of share (i.e. voting common or non-voting common) that they already own. Such pre-emptive right may be waived by a Shareholder and written evidence of such waiver shall be irrevocable notwithstanding the fact that it is unsupported by consideration.

## ARTICLE IV REGISTERED AGENT AND OFFICE

The address of the initial Registered Office of the Corporation shall be 6035 Baker Road, Minnetonka, MN 55345, and the name of its initial Registered Agent at such address is Daniel Horner.

## ARTICLE V PRINCIPAL OFFICE

The address of the principal office of the Corporation is 6035 Baker Road, Minnetonka, MN 55345.

**ARTICLE VI**  
**PURPOSE AND POWER**

- 6.1 The Corporation shall be formed for any lawful purposes and shall unlimited power to engage in and to do any lawful act concerning any and all lawful businesses for which corporations may be organized under the Minnesota Business Corporation Act.
- 6.2 In connection with the above-mentioned purposes, the Corporation shall have the power to invest its funds in real property and securities, to acquire, own, and dispose of real and personal property, and to do all other acts incidental and necessary to the accomplishment of the foregoing purposes, to the extent permitted under the Minnesota Business Corporation Act.

**ARTICLE VII**  
**DIRECTORS**

- 7.1 The number of Directors constituting the initial Board of Directors is one (1).
- 
- 7.2 After the initial Board of Directors, the Board shall consist of such number of Directors shall be fixed by the Bylaws of the Corporation.
- 7.3 Each director shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified, unless removed from office by a majority vote of the Shareholders represented at a special meeting of Shareholders properly called and held in accordance with the Articles of Incorporation and Bylaws of the Corporation.

**ARTICLE VIII**  
**COMMITTEES**

The Board of Directors may designate from its number an Executive Committee and one or more other committees, each to consist of at least one Director, which shall in the intervals between its meetings and to the extent provided by the Bylaws exercise all the powers of the Board of Directors so far as it may lawfully do so in the management of the business and affairs of the Corporation.

**ARTICLE IX**  
**REAL ESTATE DOCUMENTS**

All conveyances and mortgages of and leases relating to real property made by the Corporation shall be executed by the President of the Corporation, and all releases of mortgages, liens, judgments, or other claims that are required by law to be made of record may be executed by the President of the Corporation.



**ARTICLE X**  
**NON-LIABILITY OF DIRECTORS**

- 10.1 A Director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except for liability:
- 10.1.1 For any breach of the Director's duty of loyalty to the Corporation or its Shareholders;
  - 10.1.2 For acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law;
  - 10.1.3 For any transaction from which the Director derived an improper personal benefit; or,
  - 10.1.4 Acts or omissions for which non-liability is prohibited under the Minnesota Business Corporation Act.
- 

- 10.2 No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Director of the Corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal. If the Minnesota Business Corporation Act is hereafter changed to permit further elimination or limitation of the liability of Directors for monetary damages to the Corporation or its Shareholders, then the liability of a Director of this Corporation shall be eliminated or limited to the full extent then permitted.

**ARTICLE XI**  
**INDEMNIFICATION OF OFFICER/DIRECTORS**

- 11.1 This Corporation shall indemnify an Officer/Director of this Corporation, and each Officer-Director of this Corporation who is serving or who has served, at the request of this Corporation, as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, except that the mandatory indemnification required by this sentence shall not apply:
- 11.1.1 To a breach of an Officer/Director's duty of loyalty to the Corporation or its Shareholders;
  - 11.1.2 For acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law;
  - 11.1.3 For a transaction from which an Officer/Director derived an improper personal benefit;
  - 11.1.4 Acts or omissions for which indemnification is prohibited under the Minnesota Business Corporation Act; or

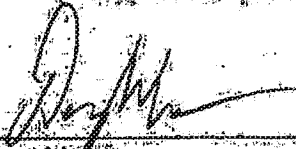
11.1.5 Against judgments, penalties, fines and settlements arising from any proceeding by or in the right of the Corporation, or against expenses in any such case where such Officer/Director shall be adjudged liable to the Corporation.

11.2 The indemnification provided in this Article shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any Bylaw, agreement, vote of Shareholders, or disinterested Directors or otherwise, both as to action in the official capacity of such person and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an Officer/Director and shall inure to the benefit of the heirs, executors, and administrators of such person.

**ARTICLE XII**  
**AMENDMENT OF ARTICLES**

The Corporation reserves the right to amend, alter, change, or repeal any provisions contained in these Amended and Restated Articles of Incorporation in the manner now or hereafter prescribed by statute and all rights conferred upon Shareholders herein are granted subject to this reservation.

Dated: September 26, 2014

  
\_\_\_\_\_  
Doug Moore  
Chief Operating Officer, Chief Financial  
Officer and Secretary

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

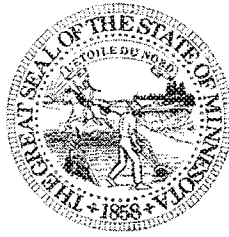
SEP 26 2014 *JK*

*Mark Ritchie*  
Secretary of State

(Signature Page to Amended and Restated  
Articles of Incorporation - Applied Products, Inc.)

TRADEMARK

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Work Item 785684400020  
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OFFICE OF THE SECRETARY OF STATE  
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*Mark Ritchie*

Mark Ritchie  
Secretary of State