

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422924

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunter Panels, LLC		01/01/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	CARLISLE CONSTRUCTION MATERIALS, LLC
Street Address:	1285 RITNER HIGHWAY
City:	CARLISLE
State/Country:	PENNSYLVANIA
Postal Code:	17013
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2741660	HUNTER
Registration Number:	2752582	HUNTER PANELS
Registration Number:	2830675	NEXGEN CHEMISTRY
Registration Number:	2826145	NEXGEN CHEMISTRY
Registration Number:	3471346	COOL-VENT
Registration Number:	3969841	HINGED TARGET SUMP
Registration Number:	4046862	XCI HUNTER

CORRESPONDENCE DATA

Fax Number: 5132416234

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: 5132412324

Email: bvogel@whe-law.com

Correspondent Name: Gregory J. Lunn/WOOD HERRON EVANS

Address Line 1: 441 Vine Street

Address Line 2: 2700 Carew Tower

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	GREGORY J. LUNN
SIGNATURE:	/Gregory Lunn/

TRADEMARK

DATE SIGNED:	04/07/2017
Total Attachments: 4 source=3387101_1#page1.tif source=3387101_1#page2.tif source=3387101_1#page3.tif source=3387101_1#page4.tif	

AGREEMENT AND PLAN OF MERGER

OF

HUNTER PANELS, LLC

AND

CARLISLE CONSTRUCTION MATERIALS, LLC

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of January 1, 2016, by and between Hunter Panels, LLC, a Maine limited liability company ("Hunter Panels"), and Carlisle Construction Materials, LLC, a Delaware limited liability company ("CCM").

WITNESSETH:

WHEREAS, Carlisle Corporation, a Delaware corporation ("Carlisle Corporation"), is the sole member of CCM and the sole member of Carlisle Engineered Products, LLC, a Delaware limited liability company ("CEP"), and CEP is the sole member of Hunter Panels; and

WHEREAS, Carlisle Corporation, CEP and the parties hereto (and their respective governing bodies) each believe that it is in the best interests of their respective companies, CCM and Hunter Panels to merge Hunter Panels and CCM into a single entity, with CCM being the surviving entity; and

WHEREAS, the parties intend that the transactions contemplated by this Agreement be treated for income tax purposes as the merger of one disregarded entity into another disregarded entity, each of which such entities are currently owned by Carlisle Corporation as the common ultimate parent company, such that this Agreement and the transactions contemplated hereby have no significance for income tax purposes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, and for the purpose of prescribing the terms and conditions of said merger and the mode of carrying the same into effect, Hunter Panels and CCM have agreed and do hereby agree and covenant as follows:

**ARTICLE I
THE MERGER**

In accordance with the provisions of this Agreement and applicable law, as promptly as practicable following the execution and delivery of this Agreement, Hunter Panels will be merged with and into CCM (the "Merger"). The Merger will be effective at the time specified in the Certificate of Merger filed with the Secretary of State of the State of Delaware and the Statement of Merger filed with the Secretary of State of the State of Maine (the "Effective Time"), which such Effective Time is 12:01:01 a.m., Eastern Time, on January 1, 2016. At the

Effective Time, Hunter Panels shall cease to exist, and CCM shall continue its corporate existence as a Delaware limited liability company (hereinafter sometimes referred to as the "Surviving Entity"). The name, identity, rights, privileges, powers, franchises, properties and assets of CCM shall continue unaffected and unimpaired by the Merger. At the Effective Time, the identity and separate existence of Hunter Panels shall cease, all of the rights, privileges, powers, franchises, properties and assets of Hunter Panels shall be vested in CCM, and CCM shall be subject to all of the liabilities and obligations of Hunter Panels.

ARTICLE II NAMES OF PARTIES

2.1 Names of the Merging Companies. The names of the companies planning to merge are "Hunter Panels, LLC" and "Carlisle Construction Materials, LLC."

2.2 Name of the Surviving Entity. At and after the Effective Time, the name of the Surviving Entity shall be "Carlisle Construction Materials, LLC."

ARTICLE III CERTIFICATE OF FORMATION

The Certificate of Formation of CCM, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Entity until thereafter amended as provided therein and by applicable law.

ARTICLE IV LIMITED LIABILITY COMPANY AGREEMENT

The Limited Liability Company Agreement of CCM, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Entity until thereafter amended as provided therein and in accordance with applicable law.

ARTICLE V MANAGERS AND OFFICERS

5.1 Managers of the Surviving Entity. At and after the Effective Time, the managers of the Surviving Entity shall consist of those persons who are serving as managers of CCM as of the Effective Time.

5.2 Officers of the Surviving Entity. At and after the Effective Time, the officers of the Surviving Entity shall consist of those persons who are serving as officers of CCM as of the Effective Time.

ARTICLE VI DISPOSITION OF MEMBERSHIP INTERESTS

6.1 Shares of the Surviving Entity. The membership interests of CCM outstanding immediately prior to the Effective Time shall constitute the only outstanding membership interests of the Surviving Entity at and after the Effective Time.

6.2 Cancellation of Membership Interests of Hunter Panels. At the Effective Time, by virtue of the Merger and without any action on the part of Hunter Panels or CCM, and without any payment of cash, property, rights or securities by CCM, all membership interests of Hunter Panels issued and outstanding at the Effective Time shall be cancelled. In furtherance of the forgoing, each certificate (if any) representing membership interests in Hunter Panels outstanding immediately prior to the Effective Time shall be surrendered to CCM and marked as cancelled.

ARTICLE VII AMENDMENT

To the extent permitted by applicable law, this Agreement may be amended at any time before the Effective Time by a written instrument signed by Hunter Panels and CCM.

ARTICLE VIII TERMINATION

This Agreement may be terminated at any time before the Effective Time by a written instrument signed by Hunter Panels and CCM.

ARTICLE IX FURTHER ACTS

At any time after the Effective Time, the Surviving Entity and its officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement, and Hunter Panels and its officers and managers shall be deemed to have granted to the proper officers and managers of the Surviving Entity an irrevocable power of attorney to do any such act, and the proper officers of the Surviving Entity are fully authorized in the name and on behalf of Hunter Panels and/or the Surviving Entity to take any and all such action.

ARTICLE X COUNTERPARTS

This Agreement may be executed by electronic means and in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned, effective as of the date first written above.

HUNTER PANELS, LLC

By: CARLISLE CORPORATION, its Manager

By: Michael Robinson
Name: MICHAEL ROBINSON
Title: ASSISTANT SECRETARY

CARLISLE CONSTRUCTION
MATERIALS, LLC

By: S. Ford
Name: STEVEN FORD
Title: VICE PRESIDENT & SECRETARY

[Signature Page to Agreement and Plan of Merger]