

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451817

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/01/2017
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICO Polymers North America, Inc.		10/01/2017	Corporation: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	WEDCO Technology, Inc.
<b>Street Address:</b>	3637 Ridgewood Road
<b>City:</b>	Fairlawn
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44333
<b>Entity Type:</b>	Corporation: NEW JERSEY

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3510804	WEDCO

## CORRESPONDENCE DATA

Fax Number: 3124276663

*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: 312 427 1300

Email: chiustm@ladas.net

Correspondent Name: Kevin Thompson

Address Line 1: 224 S. Michican Avenue, Suite 1600

Address Line 2: Ladas &amp; Parry LLP

Address Line 4: Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Kevin A. Thompson
<b>SIGNATURE:</b>	/Kevin A. Thompson/
<b>DATE SIGNED:</b>	11/20/2017

## Total Attachments: 10

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FILED  
SEP 26 2017  
STATE TREASURER

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

To file electronically:  
1. Enter the information requested below and sign by typing your name in the signature field. The form can only be filled in using the free Adobe Acrobat Reader 9.1 or greater. (See the pages following this form for field by field instructions, and notes on delivery and processing of work requests.)  
2. Click the "Add Attachments" button to add attachments if required (Check the field by field instructions to see if you must include an attachment(s)).  
3. After the form has been filled in properly, please save a copy to your computer so that you can upload the form to the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application by following the instructions in the next step.  
4. Click the "Open the Central Forms Repository Home Page to start the Form Submission Process" button at the bottom of the form.  
(This action will launch the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application. If you have not created an account in the application, you will need to do so before using the online Web application. Once your account is created, please login to the application and follow the instructions for submitting your form and payment online.)

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 & Enterprise Services office.

1. Type of Filing (check one):  Merger  Consolidation

2. Name of Surviving Business Entity: WEDCO Technology, Inc.

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:  
Name Jurisdiction Identification # Assigned by (if applicable)  
WEDCO Technology, Inc.; New Jersey; State of New Jersey Division of Revenue and Enterprise Services; 0100647750  
ICO Polymers North America, Inc.; New Jersey; State of New Jersey Division of Revenue and Enterprise Services; 0100220629

4. Date Merger/Consolidation adopted: September 15, 2017

5. Voting: (all corporations involved; attach additional sheets if necessary)  
-a Corp. Name ICO Polymers North America, Inc. Outstanding Shares 1,000  
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 WEDCO Technology, Inc. Outstanding Shares \_\_\_\_\_  
If applicable, set forth the number and designation of any class or series of shares entitled to vote.  
§14A:10-3(4). Plan of merger approved by the board of directors/no vote of shareholders needed

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)

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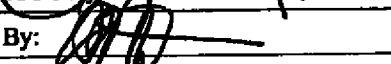
6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

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.): 10/01/2017 at 9:00 am (local prevailing time)

Signature	Name	Title	Date
WEDCO Technology, Inc.			
By: 	Joseph M. Gingo	President	09/14/2017
ICO Polymers North America, Inc.			
By: 	Andean R. Horton	Vice President	09/20/2017

\*\*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.

<a href="#">Add Attachments</a>	<a href="#">Open the Central Forms Repository Home Page to start the Form Submission Process</a>
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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the 18<sup>th</sup> day of September, 2017, among A. Schulman, Inc., a Delaware corporation (the "Parent Corporation"), ICO P&O, Inc., a Delaware corporation ("ICO P&O"), ICO Global Services, Inc., a Delaware corporation ("ICO Global"), ICO Polymers, Inc., a Delaware corporation ("ICO Polymers"), Worldwide LP, L.L.C., a Delaware limited liability company ("Worldwide"), ICO Technology Inc., a Delaware corporation ("ICO Tech"), ICO Polymers North America, Inc., a New Jersey corporation ("ICO NA"), WEDCO Technology, Inc., a New Jersey corporation ("WEDCO"), Bayshore Industrial, LLC, a Texas limited liability company ("Bayshore"), and ICO - Schulman, LLC, a Texas limited liability company ("ICO - Schulman, and with ICO P&O, ICO Global, ICO Polymers, Worldwide, ICO Tech, ICO NA, WEDCO and Bayshore, the "Subsidiaries"), is made pursuant to Sections 251, 252 and 264 of the General Corporation Law of the State of Delaware (the "DGCL"), Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), Section 14A:10-7 of the New Jersey Business Corporation Act (the "NJBCA") and Section 10.001 of the Texas Limited Liability Company Law (the "TLLCL").

### WITNESSETH:

**WHEREAS**, the respective stockholders and/or members of the Parent Corporation and the Subsidiaries desire that the Subsidiaries, in a series of mergers as further described herein, be merged with and into the Parent Corporation (each a "Merger" and collectively, the "Mergers");

**WHEREAS**, each of Worldwide and ICO - Schulman is disregarded as an entity separate from its sole member for all U.S. federal income tax and applicable state and local income and franchise tax purposes, pursuant to Treasury Regulation Sections 301.7701-2 and 301.7701-3, and corresponding provisions of applicable state and local laws (and successor provisions); and

**WHEREAS**, the boards of directors and/or managers of the Parent Corporation and the Subsidiaries, and the respective stockholders and/or members of the Subsidiaries, have adopted resolutions to authorize the Mergers and approve and adopt this Agreement;

**NOW, THEREFORE**, the Parent Corporation and the Subsidiaries, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Mergers and the mode of carrying the same into effect as follows:

**FIRST**: The Mergers shall occur in the following sequential order:

1. First, ICO NA shall merge with and into WEDCO, with WEDCO as the surviving entity (the "WEDCO Merger");

2. Next, WEDCO shall merge with and into ICO Polymers, with ICO Polymers as the surviving entity (the "WEDCO – ICO Polymers Merger");
3. Next, ICO Tech shall merge with and into ICO Polymers, with ICO Polymers as the surviving entity (the "ICO Tech – ICO Polymers Merger");
4. Next, ICO Polymers shall merge with and into ICO Global, with ICO Global as the surviving entity (the "ICO Polymers – ICO Global Merger");
5. Bayshore shall merge with and into ICO Global, with ICO Global as the surviving entity (the "Bayshore – ICO Global Merger");
6. Worldwide shall merge with and into ICO Global, with ICO Global as the surviving entity (the "Worldwide – ICO Global Merger");
7. ICO Global shall merge with and into ICO P&O, with ICO P&O as the surviving entity (the "ICO P&O Merger");
8. ICO P&O shall merge with and into ICO – Schulman, with ICO – Schulman as the surviving entity (the "ICO – Schulman Merger"); and
9. ICO – Schulman shall merge with and into the Parent Corporation (the "Parent Merger").

The Parent Corporation shall be the surviving corporation in the Mergers (the "Surviving Corporation").

**SECOND:** The Certificate of Incorporation of the Parent Corporation, as in effect on the Effective Date, as herein defined, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

**THIRD:** The manner of converting the outstanding shares of the capital stock and/or membership interests of the Subsidiaries into the shares or other securities of the Surviving Corporation shall be as follows:

1. WEDCO Merger – (a) The shares of common stock of ICO NA outstanding immediately prior to the Effective Date shall, by virtue of the WEDCO Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each share of common stock of WEDCO outstanding immediately prior to the Effective Date shall, by virtue of the WEDCO Merger and without any action on the part of the holders thereof, remain the same.
2. WEDCO – ICO Polymers Merger – (a) The shares of common stock of WEDCO outstanding immediately prior to the Effective Date shall, by virtue of the WEDCO – ICO Polymers Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each share of common stock of ICO Polymers

outstanding immediately prior to the Effective Date shall, by virtue of the WEDCO – ICO Polymers Merger and without any action on the part of the holders thereof, remain the same.

3. ICO Tech – ICO Polymers Merger – (a) The shares of common stock of ICO Tech outstanding immediately prior to the Effective Date shall, by virtue of the ICO Tech – ICO Polymers Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each share of common stock of ICO Polymers outstanding immediately prior to the Effective Date shall, by virtue of the ICO Tech – ICO Polymers Merger and without any action on the part of the holders thereof, remain the same.
4. ICO Polymers – ICO Global Merger – (a) The shares of common stock of ICO Polymers outstanding immediately prior to the Effective Date shall, by virtue of the ICO Polymers – ICO Global Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each share of common stock of ICO Global outstanding immediately prior to the Effective Date shall, by virtue of the ICO Polymers – ICO Global Merger and without any action on the part of the holders thereof, remain the same.
5. Bayshore – ICO Global Merger – (a) The shares of common stock of Bayshore outstanding immediately prior to the Effective Date shall, by virtue of the Bayshore – ICO Global Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each share of common stock of ICO Global outstanding immediately prior to the Effective Date shall, by virtue of the Bayshore – ICO Global Merger and without any action on the part of the holders thereof, remain the same.
6. Worldwide – ICO Global Merger – (a) The membership interests of Worldwide outstanding immediately prior to the Effective Date shall, by virtue of the Worldwide – ICO Global Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each share of common stock of ICO Global outstanding immediately prior to the Effective Date shall, by virtue of the Worldwide – ICO Global Merger and without any action on the part of the holders thereof, remain the same.
7. ICO P&O Merger – (a) The shares of common stock of ICO Global outstanding immediately prior to the Effective Date shall, by virtue of the ICO P&O Merger and without any action on the part of the holder

thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each share of common stock of ICO P&O outstanding immediately prior to the Effective Date shall, by virtue of the ICO P&O Merger and without any action on the part of the holders thereof, remain the same.

8. ICO – Schulman Merger – (a) The shares of common stock of ICO P&O outstanding immediately prior to the Effective Date shall, by virtue of the ICO – Schulman Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) Each membership interest of ICO – Schulman outstanding immediately prior to the Effective Date shall, by virtue of the ICO P&O Merger and without any action on the part of the holders thereof, remain the same.
9. Parent Merger – (a) The membership interests of ICO – Schulman outstanding immediately prior to the Effective Date shall, by virtue of the ICO – Schulman Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist and shall not be converted into the right to receive cash or any other property; and (b) All shares of common and preferred stock of the Parent Corporation outstanding immediately prior to the Effective Date shall, by virtue of the Parent Merger and without any action on the part of the holders thereof, remain the same

**FOURTH:** The By-Laws of the Parent Corporation, as in effect on the Effective Date, shall be and remain the by-laws of the Surviving Corporation.

**FIFTH:** The directors and officers of the Parent Corporation immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, and shall serve until their successors are duly elected and qualified or until their earlier death, resignation or removal.

**SIXTH:** The Surviving Corporation hereby consents to be sued and served with process in the State of Delaware and the irrevocable appointment of the Delaware Department of State as its agent to accept service of process in any proceeding in the State of Delaware to enforce against the Surviving Corporation any obligation of the Subsidiaries or to enforce the rights of a dissenting shareholder and/or member of the Subsidiaries.

**SEVENTH:** The Surviving Corporation desires to transact business in the State of Delaware. The Parent Corporation has a license to transact business in the State of Delaware, which shall be maintained by the Surviving Corporation. Pursuant to such license, the statutory agent for service of process upon the Parent Corporation and, after the Effective Date, the Surviving Corporation, in the State of Delaware is The



Corporation Trust Company, located at Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

**EIGHTH:** Upon the Mergers becoming effective, the separate existence of the Subsidiaries shall cease and the Surviving Corporation shall possess all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description, and be subject to all the restrictions, disabilities and duties of the Subsidiaries and the Parent Corporation; and all and singular, the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations, other assets and other interests of the Subsidiaries and the Parent Corporation, and all property, real, personal and mixed, and all debts due to any of the Subsidiaries and the Parent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Subsidiaries and the Parent Corporation; but all rights of creditors and all liens upon any property of the Subsidiaries and the Parent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Subsidiaries and the Parent Corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

**NINTH:** If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm in the Surviving Corporation, title to and possession of any property or right of the Subsidiaries acquired or to be acquired by reason of, or as a result of, the Mergers, or (b) otherwise to carry out the purpose of this Agreement, the Subsidiaries and each of their proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of the Subsidiaries or otherwise to take any and all such action.

**TENTH:** As recited above, the board of directors of the Parent Corporation, the board of directors and/or managers of the Subsidiaries and the respective stockholders and/or members of the Subsidiaries heretofore have adopted and approved this Agreement.

**ELEVENTH:** The Parent Corporation and the Subsidiaries are authorized hereby to execute, deliver and cause to be filed with the Secretary of State of the State of Delaware, the Texas Secretary of State and the Division of Revenue and Enterprise Services of the State of New Jersey a certificate of merger in accordance with the provisions of Sections 251, 252 and 264 of the DGCL, Section 18-209 of the DLLCA, Section 14A:10-7 of the NJBCA and Section 10.151 of the TLLCL.

**TWELFTH:** Each Merger shall be effective at the time and date (the "Effective Date") set forth in the respective certificate of merger filed for such Merger. Each Merger shall be effected on the same day with each certificate of merger stating a time to give effect to the order of the Mergers as set forth in clause THIRTEENTH of this Agreement.

**THIRTEENTH:** For all U.S. federal income tax, applicable state and local income and franchise tax purposes, the following steps shall be treated as occurring in the following order as a result of the Merger:

1. First, ICO NA shall distribute all of its assets, subject to all of its liabilities, to WEDCO in complete liquidation of ICO NA in the WEDCO Merger;
2. Next, WEDCO shall distribute all of its assets, subject to all of its liabilities, to ICO Polymers in complete liquidation of WEDCO in the WEDCO – ICO Polymers Merger;
3. Next, ICO Tech shall distribute all of its assets, subject to all of its liabilities, to ICO Polymers, in complete liquidation of ICO Tech in the ICO Tech – ICO Polymers Merger;
4. Next, ICO Polymers shall distribute all of its assets, subject to all of its liabilities, to ICO Global in complete liquidation of ICO Polymers in the ICO Polymers – ICO Global Merger;
5. Bayshore shall distribute all of its assets, subject to all of its liabilities, to ICO Global in complete liquidation of Bayshore in the Bayshore – ICO Global Merger;
6. Worldwide shall distribute all of its assets, subject to all of its liabilities, to ICO Global in complete liquidation of Worldwide in the Worldwide – ICO Global Merger;
7. ICO Global shall distribute all of its assets, subject to all of its liabilities, to ICO P&O in complete liquidation of ICO Global in the ICO P&O Merger;
8. ICO P&O shall distribute all of its assets, subject to all of its liabilities, to ICO – Schulman in complete liquidation of ICO P&O in the ICO – Schulman Merger; and
9. ICO – Schulman shall distribute all of its assets, subject to all of its liabilities, to Surviving Corporation in complete liquidation of ICO – Schulman in the Parent Merger.


It is intended that, for all U.S. federal income tax and applicable state and local income and franchise tax purposes: (a)(i) this Agreement shall constitute the adoption of a plan of complete liquidation of each of ICO NA, WEDCO, ICO Tech, ICO Polymers, Bayshore, ICO Global and ICO P&O for purposes of Sections 332, 334(b)(1) and 337(a) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) each of Steps 1, 2, 3, 4, 5, 7 and 8 shall constitute a complete liquidation of the applicable entity pursuant to

the provisions of the Code referenced in clause (a)(i) above, and corresponding provisions of applicable state and local laws (and successor provisions), and (b) each of Steps 6 and 9 shall be treated as a non-event.

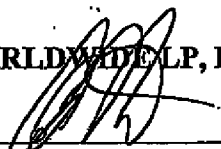
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IN WITNESS WHEREOF, the Parent Corporation and the Subsidiaries have caused this Agreement to be duly executed by their respective authorized officers, effective as of the date first written above.


**A. SCHULMAN, INC.**

By:   
Joseph M. Gingo, President

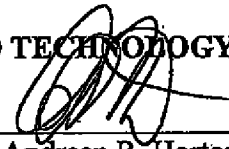
**WORLDWIDE LP, L.L.C.**

By:   
Andrean R. Horton, Secretary


**ICO P&O, INC.**

By:   
Joseph M. Gingo, President

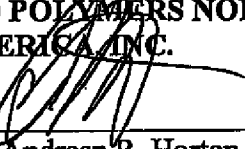
**ICO TECHNOLOGY, INC.**

By:   
Andrean R. Horton, Vice President

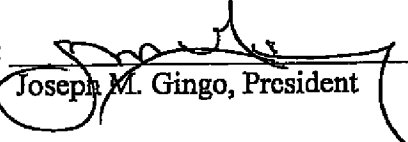
**ICO GLOBAL SERVICES, INC.**

By:   
Joseph M. Gingo, President

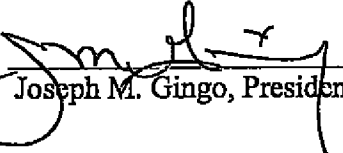
**ICO POLYMERS NORTH AMERICA, INC.**

By:   
Andrean R. Horton, Vice President

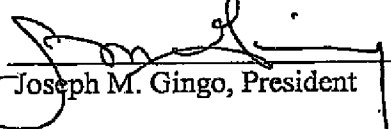
**ICO POLYMERS, INC.**

By:   
Joseph M. Gingo, President

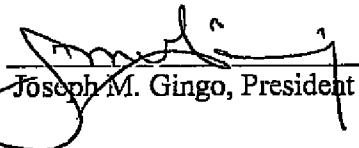
**WEDCO TECHNOLOGY, INC.**

By:   
Joseph M. Gingo, President

**BAYSHORE INDUSTRIAL, LLC**

By:   
Joseph M. Gingo, President

**ICO - SCHULMAN, LLC**

By:   
Joseph M. Gingo, President