

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/13/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Climate Pros Inc		11/13/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Climate Pros, LLC		
Street Address:	330 Windy Point Drive		
City:	Glendale Heights		
State/Country:	ILLINOIS		
Postal Code:	60139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3458930		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	414-298-8185		
Email:	tmadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N Water St.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	11/27/2017		
Total Attachments: 8			
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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

NOVEMBER 13, 2017

6472-543-2

TODD ERNEST
55 N BRANDON DR
GLENDALE HEIGHTS, IL 60139

RE CLIMATE PROS INC

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

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.cyberdriveillinois.com

FILED
NOV 13 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.

Filed # 6472-543-2 Filing Fee: \$ 100 Approved: [Signature]

----- 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>Climate Pros Inc</u>	<u>Illinois</u>	<u>64725432</u>
<u>Climate Pros, LLC</u>	<u>Delaware</u>	<u>6605507</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: Climate Pros, LLC

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

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:

Climate Pros Inc will merge into Climate Pros, LLC with Climate Pros, LLC surviving pursuant to the Agreement and Plan of Merger attached hereto, and will be effective as of November 13, 2017.

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.
Climate Pros 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 November 13, 2017
Month & Day Year
 Todd Ernest
Any Authorized Officer's Signature
TODD ERNEST, PRESIDENT
Name and Title (type or print)

CLIMATE PROS INC
Exact Name of Corporation

Dated _____, _____
Month & Day Year

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 November 13, 2017
Month & Day Year
 Todd Ernest
Signature
TODD ERNEST, PRESIDENT
Name and Title (type or print)

CLIMATE PROS, LLC
Exact Name of Limited Liability Company

Dated _____, _____
Month & Day Year

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is dated as of November 13, 2017 by and between Climate Pros, LLC, a Delaware limited liability company, (the "Surviving Entity") and Climate Pros Inc, an Illinois corporation (the "Merged Entity").

WHEREAS, the Surviving Entity and the Merged Entity (collectively, the "Constituent Entities") deem it advisable and in their best interests to effect a merger pursuant to Section 11-05, et al. of the Illinois Business Corporation Act ("IL BCA Act") and Delaware Code Annotated, title 6, Section 18-209, et al. of the Delaware Limited Liability Company Act ("DE LLC Act") (the IL BCA Act and the DE LLC Act, collectively, the "State Acts"), whereby the Merged Entity will be merged with and into the Surviving Entity, which will survive the merger;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Entities hereby agree to effect the merger on the terms and conditions set forth below.

ARTICLE 1 **THE MERGER**

1.1 **The Merger.** At the Effective Time (as defined in Section 1.2), in accordance with the terms and conditions of this Merger Agreement and the applicable provisions of the State Acts, the Merged Entity shall be merged with and into the Surviving Entity (the "Merger"), and the separate existence of the Merged Entity shall cease and the Surviving Entity shall continue its existence as the surviving entity in the Merger (the "Surviving Entity") under the laws of Delaware.

1.2 **Effective Time of the Merger.** The Merger shall become effective when the Articles of Merger (as defined in Section 1.3) are filed with the office of the Secretary of State of Illinois in accordance with the applicable provisions of Illinois law and when the Certificate of Merger (as defined in Section 1.4) is filed with the office of the Secretary of State of Delaware. The date and time when the Merger shall become effective are herein referred to as the "Effective Time."

1.3 **Filing of Articles of Merger.** The Surviving Entity and the Merged Entity shall execute Form BCA 11.39, *Articles of Merger* ("Articles of Merger") and execute in accordance with Illinois law as soon as practicable after approval of this Merger Agreement, and the Surviving Entity shall cause such Articles of Merger to be filed and recorded in accordance with Illinois law.

1.4 **Filing of Certificate of Merger.** The Surviving Entity shall execute a Certificate of Merger ("Certificate of Merger") and execute in accordance with Delaware law as soon as practicable after approval of this Merger Agreement, and the Surviving Entity shall cause such Certificate of Merger to be filed and recorded in accordance with Delaware law.

1.5 **Effect of the Merger.** At and after the Effective Time, by virtue of the Merger and without any action on the part of any party, (a) the separate existence of the Merged Entity shall cease; (b) the Surviving Entity shall possess all of the rights, privileges, powers, immunities and franchises of a public as well as of a private nature, and be subject to all of the restrictions, disabilities and duties, of each of the Constituent Entities; (c) all rights, privileges, powers, immunities and franchises of each of the Constituent Entities, and all property, real, personal and

mixed, and debts due either of the Constituent Entities on whatever account, as well for stock subscriptions and all other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; (d) all property, rights, privileges, powers, immunities and franchises, and all and every other interest, shall be thereafter the property of the Surviving Entity as they were of the several and respective Constituent Entities; (e) the title to any real estate vested by deed or otherwise in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; (f) all rights of creditors and all liens upon the properties of the Constituent Entities shall be preserved unimpaired; (g) all debts, liabilities, obligations and duties of the Constituent Entities shall attach to the Surviving Entity, and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties have been incurred or contracted by it; (h) any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Entities may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Entity may be substituted in such action or proceeding.

1.6 **Further Action.** If at any time after the Effective Time the Surviving Entity shall consider or be advised that any further deeds, conveyances, assignments, or assurances in law or any other acts are necessary, desirable or proper to vest, perfect, or confirm of record or otherwise in the Surviving Entity the title to any property or rights of the Constituent Entities acquired or to be acquired by reason of, or as a result of, the Merger, or otherwise to carry out the purposes of this Merger Agreement, the Constituent Entities agree that the Surviving Entity and its proper officers shall execute and deliver all such deeds, conveyances, assignments and assurances in law and do all things necessary, desirable, or proper to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Merger Agreement, and that the proper officers of the Surviving Entity are fully authorized, in the name of the Constituent Entities or otherwise, to take any and all such action.

ARTICLE 2

STATUS AND CONVERSION OF SECURITIES

2.1 **Status and Conversion of Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of any party, all outstanding ownership shares of stock of the Merged Entity shall be cancelled and extinguished without payment of any consideration therefor and without any conversion thereof. The Merger shall not cause any change in the issued and outstanding membership interests of the Surviving Entity. All of the membership interests of the Surviving Entity and all the stock of the Merged Entity are wholly owned by Capital E, Inc., a Delaware corporation.

2.2 **Manner and Basis.** The manner and basis of dealing with the outstanding shares of capital stock of the Merged Entity and the membership interests of the Surviving Entity shall be as follows: (a) each share of common stock of the Merged Entity that is issued and outstanding immediately prior to the Effective Time shall, without further action, be entitled a membership interest in the Surviving Entity; and (b) as soon as practical after the Effective Time, each holder of a certificate or certificates that prior thereto represented outstanding common stock of the Merged Entity shall surrender such certificate or certificates to the president of the Surviving Entity and shall receive in exchange therefore a proportionate membership interest in the Surviving Entity.

ARTICLE 3
THE SURVIVING ENTITY

3.1 **Charter of the Surviving Entity.** The Certificate of Formation of the Surviving Entity as in effect immediately prior to the Effective Time shall continue as the Certificate of Formation of the Surviving Entity after the Effective Time. The Articles of Incorporation of the Merged Entity, as in effect immediately prior to the Effective Time, shall be cancelled as of the Effective Time.

3.2 **Operating Agreement of the Surviving Entity.** The Operating Agreement of the Surviving Entity as in effect immediately prior to the Effective Time shall continue to govern the Surviving Entity after the Effective Time. The Bylaws of the Merged Entity, as in effect immediately prior to the Effective Time, shall be cancelled as of the Effective Time.

3.3 **Managers.** The managers of the Surviving Entity immediately prior to the Effective Time shall continue to be the managers of the Surviving Entity after the Effective Time. The officers of the Merged Entity shall terminate as of the Effective Time.

3.4 **Name.** The name of the Surviving Entity immediately prior to the Effective Time shall be the name of the Surviving Entity after the Effective Time.

ARTICLE 4
MISCELLANEOUS

4.1 **Amendment and Modifications.** Subject to applicable law, this Merger Agreement may be amended, modified, supplemented, and terminated in any and all respects by written agreement of the Constituent Entities at any time prior to the Effective Time.

4.2 **Section Headings.** The section headings contained in this Merger Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Merger Agreement.


4.3 **Governing Law.** This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to choice-of-law or conflict of law principles.

4.4 **Counterparts; Facsimile Signatures.** The parties may execute this Merger Agreement in multiple counterparts, each of which shall be deemed an original copy of this Merger Agreement and all of which, when taken together, shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

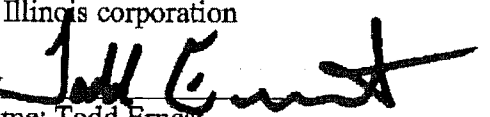
[SIGNATURES ON FOLLOWING PAGE]

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

CLIMATE PROS, LLC,
a Delaware limited liability company

By: 
Name: Todd Ernest
Title: President

CLIMATE PROS INC
an Illinois corporation

By: 
Name: Todd Ernest
Title: President