

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453989

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	07/28/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mallory Marine Corp.		07/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sierra International, LLC		
<b>Street Address:</b>	1 Sierra Place		
<b>City:</b>	Litchfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62056		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3224074	MALLORY MARINE PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3018960607		
<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>	240.330.4520		
<b>Email:</b>	uspto.filings@bw-iplaw.com		
<b>Correspondent Name:</b>	Joseph W. Berenato, III		
<b>Address Line 1:</b>	6550 Rock Spring Drive, Suite 240		
<b>Address Line 4:</b>	Bethesda, MARYLAND 20817		
<b>ATTORNEY DOCKET NUMBER:</b>	6222.874		
<b>NAME OF SUBMITTER:</b>	Joseph W. Berenato, III		
<b>SIGNATURE:</b>	/jwb/		
<b>DATE SIGNED:</b>	12/11/2017		
<b>Total Attachments: 3</b>			
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## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger ("**Merger Agreement**") is made and entered into this 28th day of July, 2017, by and between Mallory Marine Corp., a Delaware corporation (the "**Merging Entity**") and Sierra International LLC, an Illinois limited liability company (the "**Surviving Entity**").

WHEREAS, the sole stockholder and Board of Directors of the Merging Entity and the sole Member of the Surviving Entity have each approved and adopted this Merger Agreement and the transactions contemplated by this Merger Agreement, in each case after making the determination that it is advisable and in the best interests of the parties to this Merger Agreement that the Merging Entity be merged into the Surviving Entity; and

WHEREAS, pursuant to the transactions contemplated by this Merger Agreement and on the terms and subject to the conditions set forth herein, and pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law ("**DGCL**") and Chapter 805 ILCS 180/Article 37 of the Illinois Compiled Statutes (the "**Compiled Statute**"), the Merging Entity will merge with and into the Surviving Entity (the "**Merger**"), with the limited liability company as the Surviving Entity.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained herein, the parties hereto agree to merge upon the terms and conditions stated below:

1. The parties hereto agree that the Merging Entity will be merged into the Surviving Entity. The separate existence of the Merging Entity will cease, and the existence of the Surviving Entity will continue unaffected and unimpaired by the Merger, with all rights, privileges, immunities and powers, and subject to all the duties and liabilities, of a limited liability company formed under the laws of the State of Illinois. The Merger shall be consummated pursuant to the terms of (i) this Merger Agreement, which has been approved and adopted by the sole Member of the Surviving Entity and the sole stockholder and Board of Directors of the Merging Entity prior to the Effective Date (as defined below), and (iii) the Certificate of Merger for filing in the State of Delaware and the Articles of Merger for filing in the State of Illinois prior to the Effective Date, which have been authorized to be filed by the sole Member of the Surviving Entity and the sole stockholder and Board of Directors of the Merging Entity.

2. The mode of effecting the Merger will be as follows:

(a) At the Effective Date (as defined below), all shares of common stock entitled to vote of the Merging Entity which is outstanding on the Effective Date of the Merger, and all rights in respect thereof, will be cancelled and retired and will cease to exist.

(b) At the Effective Date, each outstanding unit of membership interest of the Surviving Entity will remain outstanding and unchanged as a result of the Merger.

(c) The Merger will become effective upon filing.

(d) The Merger shall have the effects set forth in the DGCL and the Compiled Statute, including, without limitation, Chapter 805 ILCS 180/Article 37 of the Compiled Statutes. Upon the Effective Date, all the property, rights, contracts, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Entity shall be transferred to, vested in, and conveyed upon, the Surviving Entity without further act or deed and all property, assets, rights, and every other interest of the Surviving Entity and the Merging Entity shall be as effectively the property of the Surviving Entity as they were of the Surviving Entity and the Merging Entity, respectively. The Merging Entity hereby agrees from time to time, as and when requested by the Surviving Entity or by their 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 or other action 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 property of the Merging Entity acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the sole Member of the Surviving Entity is fully authorized in the name of the Merging Entity and the Surviving Entity to take any and all such action.

(e) All debts, liabilities, obligations and duties of the Surviving Entity and Merging Entity will attach to the Surviving Entity, and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Entity.

3. The Articles of Organization of the Surviving Entity as it may exist on the Effective Date will be and remain the Articles of Organization of the Surviving Entity until the same shall be altered, amended or repealed as therein provided.

4. The Operating Agreement of the Surviving Entity as it may exist on the Effective Date will be and remains the Operating Agreement of the Surviving Entity until the same shall be altered, amended or repealed as therein provided.

5. The officers of the Surviving Entity in office immediately prior to the Effective Date, together with such additional individuals thereafter elected, shall serve as the officers of the Surviving Entity from and after the Effective Date in accordance with the Articles of Organization and Operating Agreement of the Surviving Entity until their resignation or removal in accordance with the Articles of Organization or Operating Agreement of the Surviving Entity.

6. The sole Member of the Surviving Entity and the sole stockholder of the Merging Entity, shall have the power in their discretion to abandon the Merger provided for herein prior to filing of the Certificate of Merger with the office of the Secretary of the State of Delaware and the filing of the Articles of Merger with the office of the Secretary of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed hereto by their officers, duly authorized by their respective sole Member and sole stockholder and Board of Directors, as applicable.

**SIERRA INTERNATIONAL, LLC**  
*(Surviving Entity)*

By: Marine Acquisition Corp., Sole Member

By:   
Name: Greg House, Treasurer

**MALLORY MARINE CORP.**  
*(Merging Entity)*

By: Marine Acquisition Corp., Sole  
Stockholder

By:   
Name: Greg House, Treasurer

By:   
Name: Yvan Cote, Director

By:   
Name: Greg House, Director

*[Signature Page to Agreement and Plan of Merger by and between  
Sierra International LLC and Mallory Marine Corp.]*