

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KASON INDUSTRIES, INC.		12/23/2014	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	KASON INDUSTRIES, INC.		
Street Address:	57 amlajack boulevard		
City:	newnan		
State/Country:	GEORGIA		
Postal Code:	30265		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2176043		
Registration Number:	2166710		
CORRESPONDENCE DATA			
Fax Number:	6784068812		
<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:	678-406-8700		
Email:	tdavis@bakerdonelson.com		
Correspondent Name:	BAKER DONELSON IP DEPARTMENT		
Address Line 1:	3414 PEACHTREE ROAD		
Address Line 2:	SUITE 1600		
Address Line 4:	ATLANTA, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	2170415-60		
NAME OF SUBMITTER:	Dorian B. Kennedy		
SIGNATURE:	/Dorian B. Kennedy/		
DATE SIGNED:	06/08/2018		
Total Attachments: 8			
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**ARTICLES OF MERGER OF
KASON INDUSTRIES INC.
WITH AND INTO
KASON INDUSTRIES INC.**

Kason Industries Inc., a Georgia corporation (the "Surviving Corporation") hereby executes the following Articles of Merger with respect to the merger (the "Merger") of Kason Industries Inc., a New York corporation (the "Merging Corporation"), with and into the Surviving Corporation (the Merging Corporation and the Surviving Corporation are hereinafter referred to collectively as the "Constituent Corporations"):

I.

The Plan of Merger attached as Exhibit A is incorporated into, and made a part of, these Articles of Merger (the "Plan").

II.

The Merger and the Plan have each been duly approved by the shareholders of each of the Constituent Corporations.

III.

The Merger shall be effective as of 11:59 PM EST on December 31, 2014 (the "Effective Time of the Merger").

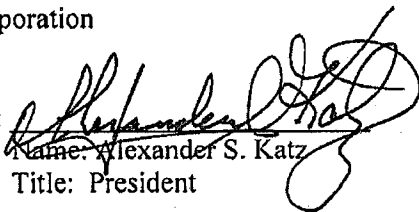
* * *

Pursuant to O.C.G.A. §14-2-1105.1, the Surviving Corporation does hereby undertake that the request for publication of a notice of filing with the Secretary of State of the State of Georgia these articles of merger and payment for such notice will be made as required by O.C.G.A. §14-2-1105.1(b).

DULY EXECUTED and delivered by duly authorized officers of the Surviving Corporation
on December __, 2014.

KASON INDUSTRIES INC., a Georgia
corporation

By:



Name: Alexander S. Katz

Title: President

* * * * *

2014 DEC 23 PM 2:33
SECRETARY OF STATE
CORPORATIONS DIVISION

Signature Page – Articles of Merger

**PLAN OF MERGER
BY WHICH
KASON INDUSTRIES INC.
(a New York corporation)
MERGES
WITH AND INTO
KASON INDUSTRIES INC.
(a Georgia corporation)**

THIS IS A PLAN OF MERGER (this "Plan of Merger") by and between Kason Industries Inc., a New York corporation originally formed as Kason Hardware Corporation (the "Merging Corporation") and Kason Industries Inc. a Georgia corporation (the "Surviving Corporation") together with the Merging Corporation, the "Constituent Corporations").

1. Background; Corporate Approvals. The Board of Directors of each Constituent Corporation has determined that it is in the best interests of such corporation and its respective shareholders that the Merging Corporation merges with and into the Surviving Corporation (the "Merger"), and has adopted this Plan of Merger. The shareholders of each Constituent Corporation have approved the Merger and this Plan of Merger. It is the intention of Merging Corporation and Surviving Corporation that the Merger be treated as a tax-free merger pursuant to section 368(a)(1)(F) and related sections of the Internal Revenue Code of 1986, as amended.

2. The Merger and Surviving Corporation. In accordance with the terms of this Plan of Merger, the applicable law of the State of Georgia, and the applicable law of the State of New York: (a) the Constituent Corporations will make appropriate filings with the Secretary of State of the State of Georgia, (b) the Constituent Corporations will make appropriate filings with the Department of State of the State of New York and (c) at the Merger Effective Time (as hereinafter defined), the Merging Corporation shall be merged with and into Kason Industries Inc. which will be the Surviving Corporation after the Merger and which will continue to exist as a corporation created and governed by the laws of the State of Georgia under the name of "Kason Industries Inc."

3. Merger Effective Time. The Merger shall be effective as of 11:59 PM EST on December 31, 2014 (the "Merger Effective Time").

4. Effect of Merger. At the Merger Effective Time: (a) the Merging Corporation will merge with and into the Surviving Corporation; (b) the separate existence of the Merging Corporation shall cease; (c) the shares of the Merging Corporation shall be converted as provided in this Plan of Merger; (d) the former holders of such shares are entitled only to the rights provided in this Plan of Merger or to their rights under New York Business Corporation Law §§ 623 and 910; and (e) the Merger will otherwise have the effect provided under the applicable laws of the State of Georgia (including Georgia Business Corporation Code §14-2-1106).

5. Designation and Number of Outstanding Shares. Merging Corporation currently has 3,000 outstanding \$1.00 par value common shares with unlimited voting rights ("Merging

Corporation Voting Common Shares”) and 225,000 outstanding \$1.00 par value common shares without voting rights (“Merging Corporation Non-Voting Common Shares”). Surviving Corporation currently has one outstanding \$1.00 par value common share with unlimited voting rights (“Surviving Corporation Voting Common Share”) and one outstanding \$1.00 par value common shares without voting rights (“Surviving Corporation Non-Voting Common Share”).

6. Manner and Basis of Converting Shares. The manner and basis of converting shares is as follows:

(a) Merging Corporation Shares. At the Merger Effective Time, each issued and outstanding Merging Corporation Voting Common Share shall be converted into one \$1.00 par value Surviving Corporation Voting Common Share and each issued and outstanding Merging Corporation Non-Voting Common Share shall be converted into one \$1.00 par value Surviving Corporation Non-Voting Common Share. Together Merging Corporation Voting Common Shares and Merging Corporation Non-Voting Common Shares are referred to as “Merging Corporation Shares” and together Surviving Corporation Voting Common Shares and Surviving Corporation Non-Voting Common Shares are referred to as “Surviving Corporation Shares.” Any Merging Corporation Shares held as treasury shares by the Merging Corporation shall be cancelled and retired, and no consideration shall be issued or given in exchange for such shares.

(b) Deemed Surviving Corporation Shareholders. At the Merger Effective Time: (i) each Merging Corporation shareholder will be deemed to be a Surviving Corporation shareholder to the extent of the number of Surviving Corporation Shares to which he is entitled pursuant to this Plan of Merger, whether or not certificates for Merging Corporation Shares are surrendered as provided in this Plan of Merger, and (ii) until surrendered as provided below, each certificate representing Merging Corporation Shares shall be deemed, for all corporate purposes (including the payment of any dividends), to evidence ownership of the number of Surviving Corporation Shares to which the holder of such certificate has become entitled to receive pursuant to this Plan of Merger.

(c) Surrender of Merging Corporation Share Certificates. At or immediately following the Merger Effective Time, (i) each holder of a certificate representing Merging Corporation Shares shall surrender it, together with a duly endorsed transfer power, to the Surviving Corporation, and the Surviving Corporation shall deliver to each such holder of Merging Corporation Shares that so surrenders his certificate representing Merging Corporation Shares, a Surviving Corporation share certificate in the name of such holder, with the appropriate legends regarding securities laws and the Stockholders’ Agreement of the Surviving Corporation, representing the Surviving Corporation Shares for which his Merging Corporation Shares shall have been converted as described in subsection (a) above; (ii) if a holder of a Merging Corporation share certificate does not surrender it in accordance with subsection (c)(i) above at or immediately following the Merger Effective Time, then until such share certificate is so surrendered, no Surviving Corporation Shares will be delivered with respect to such shares represented by such share certificate; but upon receipt of such share certificate by the Surviving Corporation, the Surviving Corporation shall deliver to such holder a Surviving Corporation

share certificate representing the whole number of shares of Surviving Corporation Shares into which such Merging Corporation Shares were converted, and shall also pay to such holder, without interest, the amount of any dividends or distributions previously payable with respect to the whole shares of Surviving Corporation Shares into which the Merging Corporation Shares previously evidenced by such share certificate were converted; and (iii) if either a certificate representing Merging Corporation Shares is not surrendered in accordance with the foregoing or the consideration for such shares pursuant to this Plan of Merger is not claimed within one (1) year after the Merger Effective Time, then such consideration shall, to the extent permitted by applicable law, become the property of the Surviving Corporation, free and clear of all claims and interests of any person whatsoever.

(d) No Interest. No interest shall be accrued or paid on any portion of the consideration paid or payable pursuant to this Plan of Merger.

(e) Cancellation of Surviving Corporation Shares. Each Surviving Corporation share outstanding immediately prior to the Merger Effective Time shall be for all purposes cancelled and dissolved without any further action by any person.

7. Articles of Incorporation. The articles of incorporation of Kason Industries Inc., the Surviving Corporation, as in effect immediately prior to the Merger Effective Time, shall continue to be the Surviving Corporation's articles of incorporation at and after the Merger Effective Time until amended in accordance with applicable law.

8. Bylaws. The bylaws of Kason Industries Inc., the Surviving Corporation, as in effect immediately prior to the Merger Effective Time will continue to be the Surviving Corporation's bylaws at and after the Merger Effective Time until amended in accordance with applicable law.

9. Directors and Officers. The persons who are the directors and officers of Kason Industries Inc., the Surviving Corporation, immediately prior to the Merger Effective Time will continue to be the Surviving Corporation's directors and officers at and after the Merger Effective Time until changed in accordance with the Surviving Corporation's bylaws and applicable law.

10. Stockholders' Agreement. The Amended and Restated Stockholders' Agreement by and among the Merging Corporation and the Merging Corporation's shareholders dated August 8, 2012, as in effect immediately prior to the Merger Effective Time will remain in full force and effect by and among Surviving Corporation and the Surviving Corporation's shareholders at and after the Merger Effective Time until changed in accordance with the Surviving Corporation's bylaws and applicable law.

11. Amendment; Termination and Abandonment. This Plan of Merger may be supplemented or amended in any manner at any time and from time to time prior to the Merger Effective Time by the Surviving Corporation and the Merging Corporation without any action by the shareholders of the Surviving Corporation or the Merging Corporation; provided, however, that no supplement or amendment that reduces or changes the form or composition of the

consideration to which the holders of the Merging Corporation Shares shall be entitled at the Merger Effective Time may be made after approval of this Plan of Merger by the Merging Corporation shareholders without such shareholders' further approval. Any variation, modification or amendment to this Plan of Merger must be made in writing and executed by the Constituent Corporations. This Plan of Merger may be terminated and the Merger abandoned at any time prior to the Merger Effective Time by action taken by the respective Boards of Directors of the Constituent Corporations, but a statement of abandonment shall be filed in accordance with applicable law.

12. Further Assurances. Upon the execution of this Plan of Merger and thereafter, the Merging Corporation and the Surviving Corporation shall do such things as may be reasonably requested by the other in order more effectively to consummate or document the transactions contemplated by this Plan of Merger. If at any time the Surviving Corporation determines that any further assignments or assurances or any other actions are necessary or desirable to vest in the Surviving Corporation, in accordance with the terms of this Plan of Merger, the title of any property or rights of the Merging Corporation, then the last acting officers and directors of the Merging Corporation or the corresponding officers and directors of the Surviving Corporation shall execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation or otherwise to carry out the purposes of this Plan of Merger or the Merger.

13. Number; Gender; Captions; Certain Definitions. Whenever the context requires, the singular number includes the plural, the plural includes the singular, and the gender of any pronoun includes the other genders. Titles and captions of or in this Plan of Merger are inserted only as a matter of convenience and for reference and in no way affect the scope of this Plan of Merger or the intent of its provisions. The parties agree: (a) that "applicable law" means all provisions of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (b) that "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity; and (c) that "including" and other words or phrases of inclusion, if any, shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations.

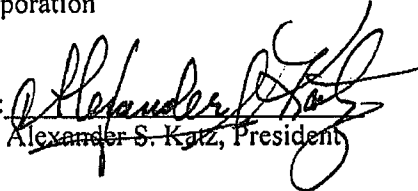
14. Governing Law. This Plan of Merger is governed by, and shall be construed and enforced in accordance with, the laws of the State of Georgia.

15. Counterparts. This Plan of Merger may be executed by each party upon two or more separate copies, and in such case one counterpart of this Plan of Merger shall consist of enough of such copies to reflect the signature of all of the parties to this Plan of Merger. This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Plan of Merger or its terms to produce or account for more than one of such counterparts.

DULY EXECUTED and delivered by each of the Constituent Corporations, through actions of their duly authorized officers, on December __, 2014.

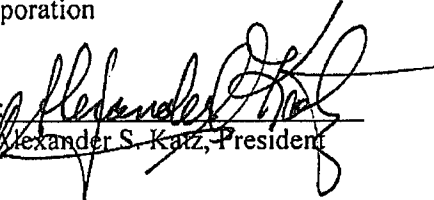
THE MERGING CORPORATION:

KASON INDUSTRIES INC., a New York corporation

By: 
Alexander S. Katz, President

THE SURVIVING CORPORATION:

KASON INDUSTRIES INC., a Georgia corporation

By: 
Alexander S. Katz, President

* * * * *

2014 DEC 23 PM 2:34
SECRETARY OF STATE
CORPORATIONS DIVISION

Signature Page to Plan of Merger – Kason Industries Inc.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

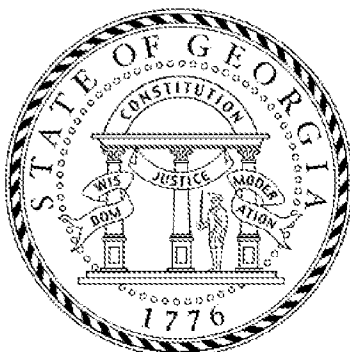
CERTIFICATE OF MERGER

I, **Brian P. Kemp**, the Secretary of State and Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of December 31, 2014. Attached is a true and correct copy of the said filing.

Surviving Entity:
KASON INDUSTRIES INC.

Nonsurviving Entity/Entities
KASON INDUSTRIES INC. (NY)

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on December 31, 2014.



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

Tracking #: DnrP9MVO

RECORDED: 06/08/2018

TRADEMARK
REEL: 006349 FRAME: 0270