

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481984

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION
<b>RESUBMIT DOCUMENT ID:</b>	900442801

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hydro International PLC		08/08/2016	Public Limited Company: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Hydro International Limited
<b>Street Address:</b>	Shearwater House, Clevedon Hall Estate
<b>Internal Address:</b>	Victoria Road
<b>City:</b>	Clevedon
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	BS217RD
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	5216843	HYDRO-SHIELD
Registration Number:	5338006	HYDRO-LOGIC
Registration Number:	5080325	SAND DRAGON
Registration Number:	4923899	DRYSCREEN
Registration Number:	4725001	HYDRO-BRAKE
Registration Number:	4641779	ADVANCED GRIT MANAGEMENT
Registration Number:	4413205	INSPIRED BY HX
Registration Number:	4649604	INSPIRED BY HX
Registration Number:	4413188	HYDRO TOWN
Registration Number:	4347882	SPIRASNAIL
Registration Number:	4404133	GRITCUP
Registration Number:	4568681	HYDRO-BRAKE OPTIMUM
Registration Number:	3973637	M2 RENEWABLES
Registration Number:	3970113	M2R
Registration Number:	3973638	M2 RENEWABLES
Registration Number:	4195074	HYDRO-SLUDGE
Registration Number:	3408065	UP-FLO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2960384	HELISCREEN
Registration Number:	2885397	HYDRO-STATIC
Registration Number:	3006908	HYDRO-JET
Registration Number:	2870943	FIRST DEFENSE
Registration Number:	2720973	HYDRO INTERNATIONAL
Registration Number:	2784734	HYDRO INTERNATIONAL
Registration Number:	2447306	DOWNSTREAM DEFENDER
Registration Number:	1947816	GRIT KING
Registration Number:	1833763	STORM KING
Registration Number:	1540352	REG-U-FLO

**CORRESPONDENCE DATA**

Fax Number: 2028576395

*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: 2028576000

Email: tmdocket@arentfox.com

Correspondent Name: Luna Samman

Address Line 1: 1717 K St., NW

Address Line 4: Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	035155.00023
<b>NAME OF SUBMITTER:</b>	Diana S. Bae
<b>SIGNATURE:</b>	/diana s. bae/
<b>DATE SIGNED:</b>	07/16/2018

**Total Attachments: 2**

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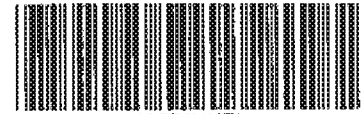
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PRINT OF SPECIAL RESOLUTIONS

OF

HYDRO INTERNATIONAL PLC (Company)

(Registered in England and Wales No 01606391)



\*A5F411KZ\*

A27 08/09/2016 #17  
COMPANIES HOUSE

\*A5DHK89F\*

A18 16/08/2016 #281  
COMPANIES HOUSE

Passed on 8 August 2016

At a General Meeting of the above-named Company, duly convened and held on the date stated above, the following resolutions were duly passed as Special Resolutions

SPECIAL RESOLUTIONS

1 THAT for the purpose of giving effect to the scheme of arrangement dated 14 July 2016 between the Company and the holders of its Scheme Shares (each as defined in the said scheme), in its original form in the circular sent to shareholders of the Company dated 14 July 2016 (the "Circular") a print of which has been produced to this meeting and for the purposes of identification signed by the Chairman thereof in its original form or subject to such modification, addition or condition approved or imposed by the Court and/or agreed by the Company and Ely Acquisition Limited ("Hanover Bidco") (the "Scheme")

1.1 the directors of the Company be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect,

1.2 with effect from the passing of this special resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new article 132 after article 131

"132 Scheme of Arrangement

132.1 In this Article 132, the **Scheme** means the scheme of arrangement dated 14 July 2016, between the Company and the holders of its Scheme Shares (each as defined in the Scheme) under section 899 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and/or agreed by the Company and Ely Acquisition Limited ("Hanover Bidco") and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article 132

132.2 Notwithstanding any other provision of these Articles, if the Company issues any shares (other than to Hanover Bidco or its nominee(s)) after the adoption of this Article 132 and before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme and shall be Scheme Shares for the purposes thereof and the new member, and any subsequent holder of such shares (other than Hanover Bidco and/or its nominee or nominees) shall be bound by the Scheme accordingly

132.3 Subject to the Scheme becoming Effective (as defined in the Scheme), if any shares are issued to any person (a "New Member") (or transferred to any subsequent holder or any nominee of such New Member or any subsequent holder) (other than under the Scheme or to Hanover Bidco or its nominee(s)) on or after the Scheme Record Time (as defined in the Scheme) (the "Transfer Shares"), they shall (on the Effective Date (as defined in the Scheme) or, if later, on issue) be immediately transferred, free of all encumbrances, to Hanover Bidco (or as it may direct) (the "Purchaser") in consideration of, and conditional on, the payment by the Purchaser to the New Member (or to any transferee if such shares have been so transferred to any subsequent holder or any nominee of such New Member or any subsequent holder) of such amount of cash consideration as

would have been paid pursuant to the Scheme for each such share as if it were a Scheme Share

132 4 On any reorganisation of, or material alteration to, the share capital of the Company (including without limitation, any subdivision and/or consolidation), the value of the consideration per share to be paid under Article 132 3 shall be adjusted by the Directors in such manner as the Company's auditors may determine to be appropriate (in their absolute discretion) to reflect such reorganisation or alteration. References in this Article 132 to shares shall, following such adjustment, be construed accordingly

132 5 To give effect to any transfer required by Article 132 3, the Company may appoint any person as attorney for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to transfer the Transfer Shares to the Purchaser and do all such other things and execute and deliver all such documents as may in the opinion of the attorney be necessary or desirable to vest the Transfer Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct. If an attorney is so appointed, the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) shall not thereafter (except to the extent that the attorney fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed by the Purchaser. The attorney shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the purchase price of the Transfer Shares and may register the Purchaser as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the Transfer Shares. The Purchaser shall send a cheque drawn on a UK clearing bank in favour of the New Member (or the relevant transferee or nominee) for the purchase price of each Transfer Share within fourteen days of the time on which such Transfer Shares are issued to the New Member.

132 6 If the Scheme shall not have become effective by the date referred to in clause 6 2 of the Scheme, this Article 132 shall be of no effect

132 7 Notwithstanding any other provision of these Articles, neither the Company nor the Directors shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date (other than to Hanover Bidco and/or its nominees pursuant to the Scheme) "

2 Subject to the Scheme having become Effective, the Company be re-registered as a private limited company under the Companies Act by the name Hydro International Limited

  
Director