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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM492207

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME	
EFFECTIVE DATE:	12/31/2017	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L. M. Scofield Company		12/04/2017	Corporation: CALIFORNIA

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Sika Corporation	12/04/2017	Corporation: NEW JERSEY

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Sika Corporation
Street Address:	201 Polito Avenue
City:	Lyndhurst
State/Country:	NEW JERSEY
Postal Code:	07071
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4644398	SOLACHROME
Registration Number:	3378163	CHEMSTAIN
Registration Number:	2959124	CHROMIX
Registration Number:	2903048	COLOR-CONDITIONED
Registration Number:	2822799	TEXTURETOP
Registration Number:	2655329	SCOFIELD
Registration Number:	2227487	PAVECRAFTERS
Registration Number:	1116255	LITHOTEX
Registration Number:	0841888	EMERCHROME
Registration Number:	0843944	CHROMIX
Registration Number:	0833919	CEMENTONE
Registration Number:	0858144	S
Registration Number:	0857713	LITHOCHROME
Registration Number:	0715660	COLORCURE

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Property Type	Number	Word Mark
Registration Number:	0160286	REPELLO

CORRESPONDENCE DATA

Fax Number: 6267956321

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: (626) 796-4000

Email: dmak@leechtishman.com

Correspondent Name: LEECH TISHMAN FUSCALDO & LAMPL, INC.

Address Line 1: 556 S. Fair Oaks Avenue

Address Line 2: Suite 101-301

Address Line 4: Pasadena, CALIFORNIA 91105

ATTORNEY DOCKET NUMBER:	1201-1201.01
NAME OF SUBMITTER:	Danton K. Mak
SIGNATURE:	/Danton K. Mak/
DATE SIGNED:	10/02/2018

Total Attachments: 7

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STATE OF NEW JERSEY DEPARTMENT OF TREASURY FILING CERTIFICATION (CERTIFIED COPY) 0100309587

L.M. SCOFIELD COMPANY

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate Of Merger as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

Certificate Number: 140137178

Verify this certificate online at

https://www.l.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of December, 2017

FILED

Secretary of State A State of California

DEC 1 4 2017 &

EFFECTIVE

DATE

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IN Bulder

Ford M Scudder State Treasurer

Page 1 of 1. **TRADEMARK** REEL: 006447 FRAME: 0313

CERTIFICATE OF MERGER MERGING L.M. SCOFIELD COMPANY, A CALIFORNIA CORPORATION

DEC 1 2 2017 STATE TREASURER

FILED

SIKA CORPORATION, A NEW JERSEY CORPORATION

Pursuant to Section Title 14A, Section 14A:10-4.1 of the New Jersey Revised Statutes

Sika Corporation, a New Jersey Corporation ("Sika"), and L.M. Scofield Company, a California corporation ("Scofield"),

DO HEREBY CERTIFY:

FIRST: The name and state of formation or organization of each of the constituent entities of the merger are as follows:

<u>Name</u>	State of Incorporation	Form of Entity	
(a) Sika Corporation	New Jersey	Corporation	
(b) L.M. Scofield Company	California	Corporation	

SECOND: A Plan of Merger with respect to the merger of Scofield with and into Sika (the "Merger") has been approved, adopted, certified, executed and acknowledged by unanimous written consent of the board of directors of Sika without a meeting in accordance with Title 14A, Section 14A:6-7.1 of the New Jersey Revised Statutes on December 4, 2017. Such Plan of Merger is attached to this Certificate of Merger as Attachment 1. Shareholder approval of the Merger is not required pursuant to Title 14A, Sections 14A:10-5.1 and 14A:10-7.

THIRD: The surviving entity of the Merger shall be Sika (the "Surviving Entity"), and the name of the Surviving Entity shall be Sika Corporation.

FOURTH: The Merger shall be effective as of 11:59 P.M. on December 31, 2017.

FIFTH: There are currently 8,000 of outstanding shares of common stock of Scofield, all of which are owned by Sika.

SIXTH: The applicable provisions of the laws of the State of California, the jurisdiction under which the foreign constituent to this merger was organized, have been, or will have been, complied with.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Surviving Entity and BMI have caused this Certificate of Merger to be signed as of the date written below by a duly authorized officer, declaring that the facts stated herein are true.

ON, a New Jersey Corporation

By:

Name: Title:

Christoph Danz President

By: Name:

Title:

Executive Vice President and CFO

L.M. SCOFIELD COMPANY, a California Corporation

By:

Name: Title:

President

D1431154

Attachment 1

Plan of Merger

667050-v3\PALDMS

TRADEMARK REEL: 006447 FRAME: 0316

PLAN OF MERGER

This PLAN OF MERGER (the "Agreement"), dated as of December 4, 2017, is entered into by and between Sika Corporation, a New Jersey Corporation ("Sika"), and L.M. Scofield Company, a California corporation ("Scofield").

RECITALS

WHEREAS, Scofield is a direct, wholly-owned subsidiary of Sika;

WHEREAS, it is contemplated that Scofield will merge with and into Sika, with Sika being the surviving entity (the "Merger"); and

WHEREAS, the board of directors of Sika have declared the Merger to be advisable and in the best interests of Sika.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Merger. Subject to and in accordance with the provisions of this Agreement, on the Effective Date (as defined in Section 2 hereof), Scofield shall be merged with and into Sika, whereupon the separate existence of Scofield shall cease, and Sika shall be the surviving entity (the "Surviving Entity") in the Merger. In accordance with Section 14A:10-6 of the New Jersey Revised Statutes, the Surviving Entity (i) shall possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of each of the merging or consolidating corporations, (ii) all real property and personal property, tangible and intangible, of every kind and description, belonging to each of the corporations so merged or consolidated shall be vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in any of such corporations shall not revert or be in any way impaired by reason of such merger or consolidation, and (iii) the Surviving Entity shall be liable for all the obligations and liabilities of each of the corporations so merged or consolidated; and any claim existing or action or proceeding pending by or against any of such corporations may be enforced as if such merger or consolidation had not taken place.
- 2. <u>Effective Date</u>. The Merger shall become effective as of 11:59 P.M on December 31, 2017 (the "<u>Effective Date</u>").
- 3. <u>Cancellation of Shares</u>. On the Effective Date, Sika's shares of common stock in Scofield, by virtue of the Merger and without any action on the part of Sika, shall be automatically cancelled and extinguished without any conversion thereof, and no consideration shall be delivered in exchange therefor.
- 4. Address of Surviving Entity. The street address of the Surviving Entity's principal place of business is 201 Polito Avenue, Lyndhurst, New Jersey, 07071.
- 5. <u>Articles of Incorporation</u>. The Certificate of Incorporation of Sika, as in effect immediately prior to the Effective Date, shall continue as the Certificate of Incorporation of the Surviving Entity.

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- 6. Officers of the Surviving Entity. From and after the Effective Date, until successors are duly elected or appointed in accordance with applicable law, the officers of Sika immediately prior to the Effective Date shall be the directors and officers of the Surviving Entity.
- 7. Entire Agreement: Amendment. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties. No provision of this Agreement may be amended or modified prior to the Effective Date unless such amendment or modification is in writing and executed by the parties hereto.

8. Miscellaneous.

- (a) If, at any time from and after the Effective Date, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of Scofield, the officers of the Surviving Entity are hereby authorized, in the name of Scofield, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.
- (b) The Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective parties.
- (c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- (d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[Signature Page Follows]

D1431154

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

Sika Corporation, a New Jersey corporation

L.M. Scofield Company, a California corporation

By:

Title: Président

Name: Christoph Ganz

By: Name: Stephen

Title:

Executive Vice President - CFO

By:

Name: Kyle Loyd Title: President

(Signature Page to Plan of Merger of BM1 into Sika)

TRADEMARK REEL: 006447 FRAME: 0319

RECORDED: 10/02/2018