

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM500726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/01/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydra Sponge Co.		11/26/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Swiss-Tex, Incorporated		
Street Address:	325 Bessie Road		
City:	Piedmont		
State/Country:	SOUTH CAROLINA		
Postal Code:	29673		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1320779	HYDRA-MOTIVE	
Registration Number:	1583686	HYDRA	
Registration Number:	1862546	HYDRA THE PROFESSIONAL CHOICE	
Registration Number:	2163920	HYDRA-WIPE	
Registration Number:	2238280	AQUA-CHAMP WASH-N-DRI SPONGE	
Registration Number:	3831687	HYDRA THE PROFESSIONAL CHOICE	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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:	3367213747		
Email:	trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth Str		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	100977.0002.8		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randel S. Springer/		

CH \$165.00 1320779

DATE SIGNED:	12/05/2018
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Total Attachments: 6

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STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER

Pursuant to §33-11-105 of the 1976 S.C. Code of Laws, as amended, the undersigned, as the surviving entity in a merger, hereby submits the following information:

1. The name of the surviving entity is Swiss-Tex, Incorporated, a South Carolina corporation.

2. Attached hereto as Exhibit A and made a part hereof is a copy of the Plan of Merger (see S.C. Code of Laws, Title 33, Chapter 11).

*NOTE: Duplicate copies of the Plan of Merger must be attached in order for this form to be filed.

3. The following entities are parties to the merger and have approved the Plan of Merger by the required approvals and votes.

a. Swiss-Tex, Incorporated, a South Carolina corporation: The Plan of Merger was duly approved by the shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Total Number of Votes Cast	
				For	Against
Common Stock	202,364	202,364	202,364	202,364	0

*NOTE: Pursuant to S.C. Code of Laws §33-11-105(a)(3)(ii), the corporation can alternatively state the total number of undisputed votes cast for the Plan of Merger separately by each voting group with a statement that the number of votes cast for the plan by each voting group was sufficient for approval by that voting group.

b. Hydra Sponge Co., a Missouri corporation: The Plan of Merger was duly approved by the shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Total Number of Votes Cast	
				For	Against
Common Stock	1,000	1,000	1,000	1,000	0

*NOTE: Pursuant to S.C. Code of Laws §33-11-105(a)(3)(ii), the corporation can alternatively state the total number of undisputed votes cast for the Plan of Merger separately by each voting group with a statement that the number of votes cast for the plan by each voting group was sufficient for approval by that voting group.

4. The effective date and time of these Articles of Merger shall be 12:01 a.m. on December 1, 2018.

IN WITNESS WHEREOF, the surviving entity has caused these articles to be signed by an authorized officer as of the date set forth below.

DATE: November 26, 2018.

SWISS-TEX, INCORPORATED
a South Carolina corporation

By: 
Steve Foote, Chief Executive Officer

EXHIBIT A

Plan of Merger
(Attached)

**AGREEMENT AND PLAN OF MERGER
OF
HYDRA SPONGE CO., A MISSOURI CORPORATION,
AND
SWISS-TEX, INCORPORATED, A SOUTH CAROLINA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of November 26, 2018, by and between Hydra Sponge Co., a Missouri corporation ("Hydra Sponge"), and Swiss-Tex, Incorporated, a South Carolina corporation ("Swiss-Tex").

WITNESSETH:

WHEREAS, the Boards of Directors of Hydra Sponge and Swiss-Tex believe that it is in the best interests of their respective companies and their respective stockholders to merge Hydra Sponge and Swiss-Tex into a single entity, with Swiss-Tex being the surviving entity;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and provisions hereinafter contained, and for the purpose of prescribing the terms and conditions of said merger and the mode of carrying the same into effect, Hydra Sponge and Swiss-Tex hereby agree as follows:

**ARTICLE I
THE MERGER**

In accordance with the provisions of this Agreement and applicable law, Hydra Sponge will be merged with and into Swiss-Tex (the "Merger"). The Merger will be effective at the time specified in the articles of merger to be filed with the Missouri Secretary of State and the articles of merger to be filed with the South Carolina Secretary of State (the "Effective Time"). At the Effective Time, Hydra Sponge shall cease to exist, and Swiss-Tex shall continue its corporate existence as a South Carolina corporation (hereinafter sometimes referred to as the "Surviving Company"). The name, identity, rights, privileges, powers, franchises, properties, and assets of Swiss-Tex shall continue unaffected and unimpaired by the Merger. At the Effective Time, the identity and separate existence of Hydra Sponge shall cease, all of the rights, privileges, powers, franchises, properties, and assets of Hydra Sponge shall be vested in Swiss-Tex, and Swiss-Tex shall be subject to all of the liabilities and obligations of Hydra Sponge.

**ARTICLE II
NAMES OF PARTIES**

2.1 Names of the Merging Companies. The names of the companies planning to merge are "Hydra Sponge Co." and "Swiss-Tex, Incorporated".

2.2 Name of the Surviving Company. The name of the Surviving Company is "Swiss-Tex, Incorporated".

**ARTICLE III
ARTICLES OF INCORPORATION**

The Articles of Incorporation of Swiss-Tex, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Company in all respects.

ARTICLE IV
BYLAWS

The Bylaws of Swiss-Tex, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Company in all respects.

ARTICLE V
DIRECTORS AND OFFICERS

5.1 Directors of the Surviving Company. At and after the Effective Time, the directors of the Surviving Company shall consist of those persons who are serving as directors of Swiss-Tex immediately prior to the Effective Time.

5.2 Officers of the Surviving Company. At and after the Effective Time, the officers of the Surviving Company shall consist of those persons who are serving as officers of Swiss-Tex immediately prior to the Effective Time.

ARTICLE VI
DISPOSITION OF SHARES

6.1 Shares of the Surviving Company. The shares of common stock, \$10.00 per share par value, of Swiss-Tex outstanding immediately prior to the Effective Time shall constitute the only outstanding shares of the Surviving Company at and after the Effective Time.

6.2 Cancellation of All Hydra Sponge Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Hydra Sponge or Swiss-Tex, and without any payment of cash, property, or rights by Swiss-Tex, all of Hydra Sponge's issued and outstanding shares of common stock, \$0.10 per share par value, and any other issued and outstanding equity or other economic interest of Hydra Sponge at the Effective Time, shall be cancelled.

ARTICLE VII
AMENDMENTS

To the extent permitted by applicable law, this Agreement may be amended at any time before the Effective Time by a written instrument signed by Hydra Sponge and Swiss-Tex.

ARTICLE VIII
TERMINATION

This Agreement may be terminated at any time before the Effective Time by a written instrument signed by Hydra Sponge and Swiss-Tex.

ARTICLE IX
FURTHER ACTS

At any time after the Effective Time, the Surviving Company and its officers shall execute and deliver all such proper deeds, assignments, and assurances in law and do all acts necessary or proper to vest, perfect, or confirm title to, and possession of, such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement, and Hydra Sponge and its officers shall be deemed to have granted to the proper officers of the Surviving Company an irrevocable power of attorney to do any such act, and the proper officers of the Surviving Company are fully authorized in the name and on behalf of Hydra Sponge and/or

Swiss-Tex to take any and all such action.

ARTICLE X
COUNTERPARTS

This Agreement may be executed and delivered by electronic means and in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.


[Signatures Follow on Next Page]

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IN WITNESS WHEREOF, this Agreement has been executed and acknowledged by the undersigned, effective as of the date first written above.

HYDRA SPONGE CO.

By:



Steve Fouts, Chief Executive Officer

SWISS-TEX, INCORPORATED

By:



Steve Fouts, Chief Executive Officer

[Signature Page to Agreement and Plan of Merger between Hydra Sponge Co. and Swiss-Tex, Incorporated]