

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542143

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/17/2019
RESUBMIT DOCUMENT ID:	900515991

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GROOME INDUSTRIAL SERVICE GROUP, INC.		09/17/2019	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	GROOME INDUSTRIAL SERVICE GROUP, LLC
Street Address:	22 Audrey Place
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5743071	GROOME DOOR & MECHANICAL SYSTEMS INC
Registration Number:	4416881	GROOME
Registration Number:	4416880	GROOME
Registration Number:	4301355	DON'T TURN YOUR BACK ON SAFETY

CORRESPONDENCE DATA

Fax Number: 6103718506

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: 609-987-7050

Email: ejs@stevenslee.com

Correspondent Name: Elliott J. Stein

Address Line 1: 100 Lenox Drive

Address Line 2: Suit 200

Address Line 4: Lawrenceville, NEW JERSEY 08648

NAME OF SUBMITTER:	Elliott J. Stein
SIGNATURE:	/varlawyer/
DATE SIGNED:	09/24/2019

Total Attachments: 6

source=ARGOSY-Groome Industrial Service Group - Certificate of Merger -09172019#page1.tif

source=ARGOSY-Groome Industrial Service Group - Certificate of Merger -09172019#page2.tif

source=ARGOSY-Groome Industrial Service Group - Certificate of Merger -09172019#page3.tif

source=ARGOSY-Groome Industrial Service Group - Certificate of Merger -09172019#page4.tif

source=ARGOSY-Groome Industrial Service Group - Certificate of Merger -09172019#page5.tif

source=ARGOSY-Groome Industrial Service Group - Certificate of Merger -09172019#page6.tif

FILED

SEP 17 2019

STATE TREASURER

CERTIFICATE OF MERGER
OF
GROOME INDUSTRIAL SERVICE GROUP, INC.
(Merging Entity)
with and into
GROOME INDUSTRIAL SERVICE GROUP, LLC
(Surviving Entity)

State of New Jersey

Pursuant to the provisions of Title 42, Chapter 2C, Section 42:2C-74 of the New Jersey Revised Limited Liability Company Act and Title 14A, Section 14A:10-4.1 of the New Jersey Business Corporation Act, it is hereby certified that:

1. The names of the merging entities are Groome Industrial Service Group, Inc., which is a business corporation organized under the laws of the State of Jersey, and Groome Industrial Service Group, LLC, which is a limited liability company organized under the laws of the State of New Jersey.

2. Attached hereto as **Exhibit A**, is the Plan of Merger for merging Groome Industrial Service Group, Inc., a New Jersey corporation (the "**Merging Entity**"), with and into Groome Industrial Service Group, LLC, a New Jersey limited liability company (the "**Surviving Entity**"), as approved by the Managers of the Surviving Entity and the Board of Directors of the Merging Entity.

3. The number of shares of Merging Entity which were entitled to vote at the time of the approval of the Plan of Merger by its shareholders is 10,000 shares of Common Stock, all of which are of one class.

The sole shareholder of the Merging Entity entitled to vote approved the Plan of Merger pursuant to its written consent without a meeting of shareholders; and the number of shares represented by such consent is 10,000 shares of Common Stock. The date of said consent and approval was September 17, 2019.

4. The number of units of membership interests of Surviving Entity which were entitled to vote at the time of the approval of the Plan of Merger by its members is 10,000 membership units, all of which are of one class.

The sole member of the Surviving Entity entitled to vote approved the Plan of Merger pursuant to its written consent without a meeting of members; and the number of units of membership interests represented by such consent is 100% of the membership units. The date of said consent and approval was September 17, 2019.

5. The applicable provisions of the laws of the jurisdiction of organization of the Surviving Entity relating to the merger of the Merging Entity with and into the Surviving Entity have been complied with.

6. The Surviving Entity will continue its existence as the Surviving Entity under its present name pursuant to the provisions of the laws of the jurisdiction of its organization.

7. The effective date of the merger herein provided for in the State of New Jersey shall be upon the filing of this Certificate of Merger with the State of New Jersey.

[Signature Page Follows]


IN WITNESS WHEREOF the undersigned affirms and swears, under penalties of perjury, that to the undersigned's knowledge and belief, the foregoing statements are true as of the 17th day of September, 2019.

**Groome Industrial Service Group, Inc.,
a New Jersey corporation**



By: Joshua P. Hanks
Its: President

**Groome Industrial Service Group, LLC,
a New Jersey limited liability company**



By: Joshua P. Hanks
Its: Manager

**PLAN OF MERGER
BY AND BETWEEN
GROOME INDUSTRIAL SERVICE GROUP, INC.,
a New Jersey corporation
and
GROOME INDUSTRIAL SERVICE GROUP, LLC,
a New Jersey limited liability company**

PLAN OF MERGER approved on September 17, 2019, by Groome Industrial Service Group, Inc., a business corporation organized under the laws of the State of New Jersey ("**GISG Inc.**"), and by its sole shareholder and Board of Directors on said date, and approved on September 17, 2019, by Groome Industrial Service Group, LLC ("**GISG LLC**"), a limited liability company organized under the laws of the State of New Jersey, and by its sole member and Manager on said date.

1. GISG Inc. and GISG LLC shall, pursuant to the provisions of the New Jersey Limited Liability Company Act ("**NJLLCA**") and the provisions of the New Jersey Business Corporation Act ("**NJBCA**"), be merged with and into a single limited liability company (the "**Merger**"), to which GISG LLC shall be the surviving entity upon the effective date of the Merger (GISG LLC hereinafter referred to as the "**Surviving Entity**"), and which shall continue to exist as said Surviving Entity under its present name pursuant to the provisions of NJLLCA. The separate existence of GISG Inc. (GISG Inc. hereinafter referred to as the "**Merging Entity**"), shall cease upon the effective date of the Merger in accordance with the provisions of NJBCA.

2. The Certificate of Formation of the Surviving Entity upon the effective date of the Merger in the jurisdiction of its organization shall be the Certificate of Formation of said Surviving Entity; and said Certificate of Formation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the Surviving Entity.

3. The Operating Agreement of the Surviving Entity upon the effective date of the Merger in the jurisdiction of its organization will be the Operating Agreement of said Surviving Entity and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

4. The Manager of the Surviving Entity upon the effective date of the Merger in the jurisdiction of its organization shall be the Manager of the Surviving Entity and shall hold his position as Manager until the election and qualification of his respective successors or until his tenure is otherwise terminated in accordance with the Operating Agreement of the Surviving Entity.

5. At the effective time of the Merger, each share of Common Stock of the Merged Entity issued and outstanding immediately prior to the effective time shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and shall not be converted into membership interests of the Surviving Entity.

6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the Merging Entity for their approval or rejection in the manner prescribed by the provisions of the NJBCA, and the merger of the Merging Entity with and into the Surviving Entity shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the Surviving Entity.

7. In the event that the Plan of Merger shall have been approved by the shareholders entitled to vote of the Merging Entity in the manner prescribed by the provisions of the NJBCA, and in the event that the merger of the Merging Entity with and into the Surviving Entity shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the Surviving Entity, the Merging Entity and the Surviving Entity hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of New Jersey, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

8. The Manager of the Surviving Entity and the Board of Directors and the proper officers of the Merging Entity, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger herein provided for.

9. The effective date of the Merger herein provided for in the State of New Jersey shall be as stated in the Certificate of Merger.

10. At any time prior to the filing of the Certificate of Merger with the State of New Jersey, this Plan of Merger may be terminated and abandoned either the Merging Entity or the Surviving Entity.

[Signature Page(s) Follow]

IN WITNESS WHEREOF the undersigned affirms and swears, under penalties of perjury, that to the undersigned's knowledge and belief, the foregoing statements are true as of the 17th day of September, 2019.

**Groome Industrial Service Group, Inc.,
a New Jersey corporation**



By: Joshua P. Hanks
Its: President

**Groome Industrial Service Group, LLC,
a New Jersey limited liability company**



By: Joshua P. Hanks
Its: Manager