

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558003

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2015
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crimson Fire Aerials, Inc.		07/01/2015	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Spartan Motors USA, Inc.
Street Address:	1541 Reynolds Road
City:	Charlotte
State/Country:	MICHIGAN
Postal Code:	48813
Entity Type:	Corporation: SOUTH DAKOTA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78252927	GLADIATOR
Serial Number:	77109504	FURION
Serial Number:	77180388	METRO STAR
Serial Number:	76417667	GUARDIAN

CORRESPONDENCE DATA

Fax Number: 2485677423

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: 2485677400

Email: trademarks@varnumlaw.com

Correspondent Name: Erin Morgan Klug

Address Line 1: 39500 High Pointe Blvd, Suite 350

Address Line 4: Novi, MICHIGAN 48375

NAME OF SUBMITTER:	Erin Morgan Klug
SIGNATURE:	/Erin Morgan Klug/
DATE SIGNED:	01/17/2020

Total Attachments: 3

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 8th day of May, 2015, by and between **CRIMSON FIRE AERIALS, INC.**, a Pennsylvania corporation ("Aerials"), and **SPARTAN MOTORS USA, INC.**, a South Dakota corporation ("SMUSA").

RECITALS

- A. The Board of Directors of Aerials has determined that it is in the best interest of Aerials that Aerials be merged with and into SMUSA (the "Merger") and has approved this Agreement.
- B. The Board of Directors of SMUSA has approved this Agreement and the Merger.
- C. The Boards of Directors of Aerials and SMUSA presents this Agreement for approval by Spartan Motors, Inc., a Michigan corporation and the sole shareholder of both Aerials and SMUSA.

AGREEMENT

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

1. **Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (defined below), Aerials shall be merged with and into SMUSA in accordance with the provisions of the Pennsylvania Associations Code ("PAC") and the South Dakota Business Corporation Act ("SDBCA").
2. **Effective Time.** The Merger shall be effective at 12:01 a.m. on July 1, 2015 (the "Effective Time").
3. **Effect of the Merger.**
 - (a) **Surviving Entity.** At the Effective Time, the separate existence of Aerials shall cease, and Aerials shall be merged with and into SMUSA (sometimes referred to hereinafter as the "Surviving Corporation").
 - (b) **Articles of Incorporation of the Surviving Corporation.** At the Effective Time, the Articles of Incorporation of SMUSA, as immediately in effect prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.
 - (c) **Bylaws of the Surviving Corporation.** At the Effective Time, the Bylaws of SMUSA, as immediately in effect prior to the Effective Time, shall be the Bylaws of the Surviving Corporation.

(d) Directors and Officers of the Surviving Corporation. At the Effective Time, the officers and directors of SMUSA shall be the officers and directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

(e) Principal Office. The principal office of SMUSA immediately prior to the Effective Time shall be the principal office of the Surviving Corporation.

(f) Assets and Liabilities. At the Effective Time, the assets and liabilities of Aerials shall be carried on the books of the Surviving Corporation in the amounts at which they are carried at that time on the books of Aerials.

(g) Other Effects of the Merger. The parties intend for the Merger to have the effects set forth in this Agreement and in the SDBCA and the PAC. Without limiting the foregoing, at the Effective Time, Aerials shall cease to exist and shall be merged with and into SMUSA in accordance with the terms of this Agreement, and the Surviving Corporation shall possess all of the rights, privileges, immunities, powers, and franchises, both public and private, and shall be subject to all restrictions, disabilities, and duties of Aerials. The rights, privileges, powers, and franchises of Aerials, all property (real, personal, and mixed), and all debts due to Aerials of whatever account shall be vested in the Surviving Corporation. All property, rights, privileges, powers, and franchises and all and every other interest belonging to or due to Aerials shall thereafter be considered to be transferred to and shall be the property of the Surviving Corporation without further act or deed, and the title to any real estate, whether by deed or otherwise, vested in Aerials shall be vested in the Surviving Corporation and shall not revert or be in any way impaired because of the Merger. All of the rights of creditors and all liens upon any property of Aerials shall be preserved unimpaired, and all debts, liabilities, and duties of Aerials shall attach to the Surviving Corporation and may be enforced against it to the same extent as if the debts, liabilities, or duties have been incurred or contracted by it.

4. Conversion of Shares. There will be no converting of shares, but rather, the effect of the Merger with respect to the shares of SMUSA and Aerials shall be as follows:

(a) Aerials Shares. At the Effective Time, without any further action, each issued and outstanding share of Aerials common stock shall be automatically cancelled.

(b) SMUSA Shares. At the Effective Time, without any further action, each issued and outstanding share of SMUSA common stock shall remain issued and outstanding and shall become an issued and outstanding share of the Surviving Corporation's stock.

5. Termination. At any time before the Agreement or any certificate of merger becomes effective, this Agreement may be terminated by Aerials or SMUSA, in accordance with the SDBCA and the PAC.

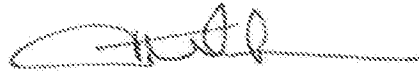
6. Supplementary Actions. If at any time after the Effective Time of the Merger, any further assignments or assurances or any other things are necessary or desirable to vest, protect, or confirm of record in the Surviving Corporation the title to any property or rights of

Aerials, or otherwise carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of and in the name of Aerials to execute and deliver any and all documents or other items necessary or proper to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and to otherwise carry out the purpose and provisions of this Agreement. In furtherance of the foregoing, Aerials hereby authorizes and grants its powers of attorney to SMUSA and appoints SMUSA, and any of its officers, directors, employees, or other agents, as Aerials' attorney-in-fact, with full power of substitution, to take any appropriate action in connection with any actions necessary to carry out the transactions contemplated by this Agreement, it being understood that this authorization and power of attorney are coupled with an interest and shall be irrevocable and shall include the power to receive all rights, benefits, and assets previously held by Aerials.

7. Miscellaneous. The terms and conditions of this Agreement shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Michigan, without regard to its conflict of law principles. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns, and no party may assign this Agreement without the prior written consent of the other party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. To the extent signed and delivered by means of a facsimile machine or other electronic transmission (including e-mail of a "PDF" signature), this Agreement shall be treated in all respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

CRIMSON FIRE AERIALS, INC.



By: Thomas T. Kivell
Its: Secretary

SPARTAN MOTORS USA, INC.



By: Thomas T. Kivell
Its: Secretary

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