

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	06/01/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H & S Tool Holdings, LLC		06/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Climax Portable Machine Tools, Inc.		
<b>Street Address:</b>	2712 East Second Street		
<b>City:</b>	Newberg		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97132		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88737638	SHARK FIN	
<b>Serial Number:</b>	88737606	DEFENDER	
<b>Registration Number:</b>	5488397	BOILER GUN	
<b>Registration Number:</b>	5190964	SPEED FACER	
<b>Registration Number:</b>	2985263	MULTI-PREP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032247329		
<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>			
<b>Phone:</b>	5032247529		
<b>Email:</b>	laura@dascenzoiplaw.com		
<b>Correspondent Name:</b>	DASCENZO Intellectual Property Law, P.C.		
<b>Address Line 1:</b>	1000 SW Broadway, Suite 1555		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Ian D. Gates		
<b>SIGNATURE:</b>	/Ian D. Gates/		
<b>DATE SIGNED:</b>	06/03/2020		

OP \$140.00 88737638

**Total Attachments: 8**

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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”) is made as of June 1, 2020, by and between H&S Tool Holdings, LLC, a Delaware limited liability company (“H&S”), and Climax Portable Machine Tools, Inc., an Oregon corporation (“Climax”).

### RECITALS

WHEREAS, Climax directly owns one hundred percent (100%) of the issued and outstanding equity securities of H&S; and

WHEREAS, Climax and H&S deem it desirable and in its best interest of each entity to effect a merger pursuant to Section 60.481 of the Oregon Business Corporation Act (“Oregon Law”) and Section 18-209 of the Delaware Limited Liability Company Act (“Delaware Law”), pursuant to which H&S will merge with and into Climax, and Climax will be the surviving corporation of the merger, in accordance with applicable Oregon Law and Delaware Law (the “Merger”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE I

#### EFFECT OF THE MERGER; CONVERSION AND CANCELATION OF EQUITY SECURITIES

Section 1.1 At the Effective Time (as hereinafter defined), H&S shall be merged with and into Climax, the separate existence of H&S shall cease, and Climax shall continue as the surviving corporation in accordance with, and with the effects provided by, Section 60.481 of Oregon Law and Section 18-209 of Delaware Law. Climax, in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the “Surviving Corporation”.

Section 1.2 At the Effective Time, all of the equity securities of H&S issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by any person or entity, automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered or deliverable in respect thereof or in exchange therefore.

Section 1.3 At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to the duties and liabilities of H&S; and all rights, privileges, immunities and franchises of H&S and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to H&S shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and title to any real estate, or any interest therein, vested in H&S shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of H&S and any claim existing or action or proceeding pending by or against H&S may be prosecuted to

judgment as if the Merger had not taken place or the Surviving Corporation may be substituted in its place; all with the effect set forth in Oregon Law and Delaware Law.

Section 1.4 The name of the Surviving Corporation shall be “Climax Portable Machine Tools, Inc.” The address of the Surviving Corporation’s principal place of business shall be 2712 E. Second Street, Newberg, Oregon 97132, United States of America.

## **ARTICLE II EFFECTIVE TIME**

Section 2.1 Climax shall execute (a) the Articles of Merger (the “Oregon Articles of Merger”) and deliver the Oregon Article of Merger for filing with the Secretary of State of the State of Oregon, all as provided in and in accordance with Oregon Law, and (b) a Certificate of Merger (the “Delaware Certificate of Merger”) and deliver the Delaware Certificate of Merger for filing with the Secretary of State of the State of Delaware, all as provided in and in accordance with Delaware Law.

Section 2.2 The Merger shall become effective at such time as the Oregon Articles of Merger is duly filed with the Secretary of State of the State of Oregon and the Delaware Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such subsequent time as the parties hereto shall agree and shall specify in the Oregon Articles of Merger and the Delaware Certificate of Merger (the time at which the Merger becomes effective, the “Effective Time”).

## **ARTICLE III ORGANIZATIONAL DOCUMENTS**

Section 3.1 At the Effective Time, upon the filing of the Oregon Articles of Merger and the Delaware Certificate of Merger, the Articles of Incorporation of Climax, as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

Section 3.2 At the Effective Time, upon the filing of the Oregon Articles of Merger and the Delaware Certificate of Merger, the Bylaws of Climax, as amended from time to time and as in effect at the Effective Time, shall be the Bylaws of the Surviving Corporation.

## **ARTICLE IV MISCELLANEOUS**

Section 4.1 This Agreement may be executed in one or more counterparts (including by means of facsimile or attachment to electronic mail), all of which taken together shall constitute one and the same instrument.

Section 4.2 The internal law, not the law of conflicts, of the State of Oregon and of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement.

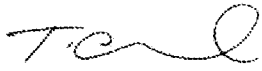
Section 4.3 This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and permitted assigns) any rights or remedies hereunder or by reason hereof.

Section 4.4 To the fullest extent permitted by applicable law, at any time prior to the Effective Time, this Agreement may be terminated or amended by agreement in writing authorized by the parties hereto.


\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**CLIMAX PORTABLE MACHINE TOOLS, INC.**

By:   
Name: Thomas M. Cunningham  
Title: President

**H&S TOOL HOLDINGS, LLC**

By:   
Name: Thomas M. Cunningham  
Title: Vice President



Secretary of State  
Corporation Division  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327

Phone: (503) 986-2200  
FAX: (503) 378-4381  
[sos.oregon.gov/business](http://sos.oregon.gov/business)

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CLIMAX PORTABLE MACHINE TOOLS, INC.  
2712 E 2ND ST  
NEWBERG OR 97132

### Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

**Document**  
ARTICLES OF MERGER

**Filed On**  
5/20/2020

**Name of Survivor**

CLIMAX PORTABLE MACHINE TOOLS, INC.

**Reg. No.**

7840614

**Type**

DBC

**Jurisdiction**

OR

**Name(s) of Non Survivor(s)**

H & S TOOL HOLDINGS, LLC

**Reg. No.**

**Type**

**Jurisdiction**

DE

DELHAT  
ACK  
05/26/2020

TRADEMARK  
REEL: 006952 FRAME: 0229



Secretary of State - Corporation Division - 255 Capitol St, NE, Suite 151 - Salem

Articles of Merger - Multi Entity Merger

FILED: MAY 20, 2020 OREGON SECRETARY OF STATE



7840614-21107711

CLIMAX PORTABLE MACHINE...

MER

REGISTRY NUMBER: 078406-14

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is put We must release this information to all parties upon request and it will be posted on our website. Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1. NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

NAME:	ENTITY TYPE:	REGISTRY NUMBER:
Climax Portable Machine Tools, Inc.	Corporation	078406-14
H & S Tool Holdings, LLC	Limited Liability Company	N/A

2. NAME AND TYPE OF SURVIVING ENTITY: Climax Portable Machine Tools, Inc.

Check here if there is a name change in the plan of merger.

3. OREGON CORPORATION AND LIMITED LIABILITY REQUIREMENT:

Oregon Corporations and Limited Liability Companies comply with House Bill 2191 by attaching an information change form or document that includes the Principal Place of Business and Individual with Direct Knowledge.

4. SELECT ONE OF THE FOLLOWING:

A copy of the plan of merger is attached.

OR:

The plan of merger is on file at the address of the surviving entity.

Address 2712 E. Second Street

City Newberg State OR Zip Code 97132

A copy will be provided upon request to any owner, member or shareholder at no cost.

If the plan of merger amends the articles of organization/incorporation, attach the restated articles of the surviving entity.

State effective date and time in plan of merger if other than when these articles are filed: June 1, 2020 at 12:00 a.m. P.S.T.

5. The plan of merger was duly authorized and approved by each entity that is a party to the merger:

A copy of the vote required by each entity is attached.

OR:

Shareholder approval was not required.

6. EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature: *TC*

Printed Name:

Thomas M. Cunningham

Title:

President and CEO

CONTACT NAME: (To resolve questions with this filing)

Sharon Moy

PHONE NUMBER: (Include area code)

(312) 499-6086

Articles of Merger (2/18)

OR043 - 7/2/2019 Wolters Kluwer Online

FEES	
Nonprofit Required Processing Fee	\$50
Domestic Required Processing Fee	\$100
Foreign Required Processing Fee	\$275
Processing Fees are non-refundable. Please make check payable to "Corporation Division". Free copies are available at <a href="http://sos.oregon.gov/business/">sos.oregon.gov/business/</a> using the Business Name Search program.	



# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"H & S TOOL HOLDINGS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CLIMAX PORTABLE MACHINE TOOLS, INC." UNDER THE NAME OF "CLIMAX PORTABLE MACHINE TOOLS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OREGON, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF JUNE, A.D. 2020, AT 9:09 O`CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

7995124 8100M  
SR# 20205298943

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203025905  
Date: 06-01-20

**TRADEMARK**  
**REEL: 006952 FRAME: 0231**

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF A  
DOMESTIC LIMITED LIABILITY COMPANY INTO  
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**FIRST:** The name of the surviving corporation is Climax Portable Machine Tools, Inc., a foreign corporation.

**SECOND:** The jurisdiction in which this corporation was formed is Oregon.

**THIRD:** The name of the limited liability company being merged into the corporation is H & S Tool Holdings, LLC, a Delaware limited liability company.

**FOURTH:** The agreement and plan of merger has been approved and executed by each of the business entities which is to merge or consolidate.

**FIFTH:** The name of the surviving foreign corporation is Climax Portable Machine Tools, Inc.

**SIXTH:** An agreement and plan of merger is on file at a place of business of the surviving foreign corporation and the address thereof is 2712 E. Second Street, Newberg, Oregon 97132.

**SEVENTH:** A copy of the agreement and plan of merger will be furnished by the surviving foreign corporation, on request and without cost, to any member or any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**EIGHTH:** The surviving foreign corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 2712 E. Second Street, Newberg, Oregon 97132.

IN WITNESS WHEREOF, said foreign corporation has caused his Certificate of Merger to be signed by its authorized officer, this 1st day of June, 2020.

By:   
Name: Thomas M. Cunningham  
Title: President and Chief Executive Officer