

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/31/2020

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sure Foot Corporation		07/01/2020	Corporation:
SureWerx USA Inc.		07/01/2020	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	SureWerx USA Inc.
<b>Street Address:</b>	300 Corporate Drive
<b>City:</b>	Elgin
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60123
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2597234	DIRINALDO'S CHOICE
Registration Number:	1354243	SURE FOOT
Registration Number:	1931194	SURE COMFORT
Registration Number:	3050470	DUE NORTH
Registration Number:	3363458	DUE NORTH
Registration Number:	3564734	ICE DIAMOND
Registration Number:	3699328	DUE NORTH
Registration Number:	3747132	DN DUE NORTH
Registration Number:	4455897	DN

## CORRESPONDENCE DATA

Fax Number: 6046462618

*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: 604-641-4947

Email: lynn.haddock@nortonrosefulbright.com

Correspondent Name: NORTON ROSE FULBRIGHT CANADA LLP

Address Line 1: 1800 - 510 West Georgia Street

Address Line 4: Vancouver, CANADA V6B 0M3

TRADEMARK

<b>NAME OF SUBMITTER:</b>	KAREN F. MACDONALD
<b>SIGNATURE:</b>	/KarenFMacDonald/
<b>DATE SIGNED:</b>	08/06/2020
<b>Total Attachments: 8</b> source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page1.tif source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page2.tif source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page3.tif source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page4.tif source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page5.tif source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page6.tif source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page7.tif source=CERTIFICATE OF MERGER - SUREFOOT - SUREWERX#page8.tif	

# *State of North Dakota*

## SECRETARY OF STATE



### Certificate of Merger

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that Articles of Merger of

SURE FOOT CORPORATION (NORTH DAKOTA)

into

SureWerx USA Inc. (Illinois)

duly signed and verified pursuant to North Dakota statutes governing mergers, have been received in this office and are found to conform to law.

**ACCORDINGLY**, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger.

Effective Date: July 31, 2020

Filed Date: July 15, 2020

Handwritten signature of Alvin A. Jaeger in cursive.

Alvin A. Jaeger  
Secretary of State

TRADEMARK

REEL: 007017 FRAME: 0129

FORM **BCA 11.25** (rev. Dec. 2003)  
ARTICLES OF MERGER,  
CONSOLIDATION OR EXCHANGE  
Business Corporation Act

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62758  
217-782-6961  
www.cyberdriveillinois.com

**FILED**

JUL - 1 2020

JESSE WHITE  
SECRETARY OF STATE

Remit payment in the form of a  
check or money order payable  
to Secretary of State.

Filing fee is \$100, but if merger or  
consolidation involves more than two  
corporations, submit \$50 for each  
additional corporation.

File #

1715-559-8

Filing Fee: \$

100

Approved



----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

**NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.**

1. Names of Corporations proposing to ~~consolidate~~ <sup>merge</sup> and State or Country of incorporation.  
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Sure Foot Corporation</u>	<u>North Dakota</u>	<u>n/a</u>
<u>SureWerx USA Inc.</u>	<u>Illinois</u>	<u>17155598</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ <sup>surviving</sup> corporation: SureWerx USA Inc.  
~~acquiring~~

b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ <sup>merger</sup> is as follows:  
~~exchange~~

Please see attached Exhibit A.  
The merger is to become effective on July 31, 2020 at 12:01 a.m.

merger

5. The ~~consolidation~~ was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the ~~exchange~~ state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 -- 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.

By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.

Name of Corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
Sure Foot Corporation	168	168
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_  
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in **BLACK INK**.

Dated July 1, 2020 SureWerx USA Inc.  
Month Day Year Exact Name of Corporation

Constantine P. Elefter  
Any Authorized Officer's Signature  
 Constantine Elefter, Vice President and Secretary  
Name and Title (type or print)

Dated July 1, 2020 Sure Foot Corporation  
Month Day Year Exact Name of Corporation

Constantine P. Elefter  
Any Authorized Officer's Signature  
 Constantine Elefter, Vice President and Secretary  
Name and Title (type or print)

Dated \_\_\_\_\_, \_\_\_\_\_  
Month Day Year Exact Name of Corporation

\_\_\_\_\_  
Any Authorized Officer's Signature  
 \_\_\_\_\_  
Name and Title (type or print)

## PLAN OF MERGER

THIS PLAN OF MERGER (this "*Plan*"), dated as of July 1, 2020, concerns Sure Foot Corporation, a North Dakota corporation (the "*Subsidiary*"), and SureWerx USA Inc., an Illinois corporation (the "*Parent*"). The Parent and the Subsidiary are sometimes referred to in this Plan together as the "*Parties*" or individually as a "*Party*".

### RECITALS

WHEREAS, pursuant to Section 10-19.1-100 of the North Dakota Century Code (the "*ND Act*") and Section 805 ILCS 5/11.30 of the Illinois Business Corporation Act of 1983 (together with the ND Act, the "*Statutes*"), the Parent desires to effect a merger whereby the Subsidiary will merge with and into the Parent, with the Parent continuing as the Surviving Entity (as defined below) in such merger, all in accordance with the terms set forth herein; and

WHEREAS, the board of directors of the Parent has approved and declared advisable this Plan and the transactions contemplated hereby, including the Merger (as defined below).

NOW, THEREFORE, the Parent agrees that the Subsidiary will be merged with and into the Parent and that the terms and conditions of the merger, the mode of carrying the merger into effect and certain other provisions relating thereto will be as hereinafter set forth.

### ARTICLE I. THE MERGER

1.1 Merger; The Surviving Entity. At the Effective Time (as defined below) and in accordance with the terms and conditions of this Plan and the Statutes, the Subsidiary will be merged with and into the Parent (the "*Merger*"). Immediately following the Merger, the separate corporate existence of the Subsidiary will cease, and the Parent will continue its existence as the surviving entity in the Merger (the Parent after the Merger being referred to herein as the "*Surviving Entity*"). The corporate existence of the Parent will continue unaffected and unimpaired by the Merger and, as the Surviving Entity, it will be governed by the laws of the State of Illinois.

1.2 Certificate of Merger; Effective Time. The Parent will file the North Dakota Articles of Merger (the "*ND Articles of Merger*") with the Secretary of State of North Dakota and the Illinois Articles of Merger (together with the ND Articles of Merger, the "*Articles of Merger*") with the Illinois Secretary of State, as soon as practicable after the execution and delivery of this Plan by the Parent, and will take such further steps as will be required to cause the Merger to be effective as of the Effective Time. The Merger will become effective at 12:01 A.M. Central Time on July 31, 2020 (the "*Effective Time*").

1.3 Effects of the Merger. At the Effective Time, the effects of the Merger will be as provided by the applicable provisions of the Statutes. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, by virtue of the Merger and without any action on the part of any Party:

(a) Immediately following the Merger, the name of the Surviving Entity will be "SureWerx USA Inc.";

(b) The Restated Articles of Incorporation of the Parent (the "*Articles*"), as in effect immediately prior to the Effective Time, will be the Articles of the Surviving Entity;

(c) The Bylaws of the Parent (the "*Bylaws*"), as in effect immediately prior to the Effective Time, will be the Bylaws of the Surviving Entity until altered, amended or repealed in accordance with the provisions thereof and the Illinois Business Corporation Act;

(d) The directors and officers of the Parent in office immediately prior to the Effective Time will be the directors and officers of the Surviving Entity, with each director and officer retaining his or her respective positions, from and after the Effective Time until their respective successors are duly elected and qualified;

(e) The designated registered agent for service of process for the Parent immediately prior to the Effective Time will be the registered agent for service of process for the Surviving Entity, and additionally, effective as of the Effective Date, the North Dakota Secretary of State is also irrevocably appointed as the Parent's agent to accept service of process in any proceedings for the enforcement of an obligation of the Subsidiary that was assumed by the Subsidiary prior to the Effective Date; and

(f) All the property, rights, privileges, immunities, powers and franchises of the Parent and the Subsidiary will vest in the Surviving Entity, and all debts, liabilities, obligations and duties of the Parent and the Subsidiary will become the debts, liabilities, obligations and duties of the Surviving Entity.

## **ARTICLE II. THE SHARES**

2.1 Stock of the Parent. At the Effective Time, and without any further action on the part of the Subsidiary or the Parent, each then issued and outstanding share of the Subsidiary, or any shares of the Subsidiary that are then held in the Parent's treasury, will be canceled and extinguished and will cease to exist and no payment will be made with respect thereto.

2.2 Stock of the Surviving Entity. At the Effective Time, and without any further action on the part of the Subsidiary or the Parent, the issued and outstanding number of shares of capital stock of the Subsidiary immediately prior to the Effective Time will be the issued and outstanding number of shares of capital stock of the Surviving Entity and all of such shares will be owned by SureWerx Intermediate Company, a Delaware corporation.

## **ARTICLE III. TERMINATION OR ABANDONMENT**

3.1 At any time prior to the filing of Articles of Merger with the Secretary of State of North Dakota or the Secretary of State of Illinois, the board of directors of the Parent or the Subsidiary, as applicable, may terminate this Plan and abandon the Merger to the extent permitted by law or may amend this Plan pursuant to a writing signed by the Parties.

## **ARTICLE IV. MISCELLANEOUS**

4.1 Further Action. If after the Effective Time the Surviving Entity considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property, rights, interest, privileges, powers or franchises of the Parent or the Subsidiary or otherwise to carry out the provisions of this Agreement, the directors or officers of the Subsidiary last in office shall execute and deliver, upon the Surviving Entity's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of the Subsidiary last in office are not able or available to



execute such documentation or perform such acts, the directors and officers of the Surviving Entity will be authorized to act on behalf of the Subsidiary.

4.2 Captions, Counterparts and Signatures. The captions in this Plan are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Plan. This Plan may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A photocopy, facsimile or other electronic transmission (including in Adobe PDF format) of any signature necessary to authorize, adopt or execute this Plan or any other document necessary to effect the Merger will be treated for all purposes as an original signature.

4.3 Binding Effect: No Third-Party Beneficiary. This Plan will be binding upon and will inure to the benefit of the Parties, and nothing express or implied in this Plan is intended or will be construed to confer upon or give any other person any right, benefit, or remedy under or by reason of this Plan.

4.4 Entire Agreement. This Plan constitutes the entire agreement of the Parties in respect of the subject matter hereof, and supersedes any and all prior agreements or understandings between the Parties in respect of such subject matter.

4.5 Governing Law. This Plan will be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois without regard to principles of conflicts of laws.

4.6 Severability. If any provision of this Plan or the application thereof in any circumstance, is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions of this Plan will not be effected or impaired thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned entities has caused this Plan to be duly executed by its duly authorized officer as of the date first written above.

**SUREWERX USA INC.**

By: Constantine P. Elefter  
Name: Constantine Elefter  
Title: Vice President and Secretary

**SURE FOOT CORPORATION**

By: Constantine P. Elefter  
Name: Constantine Elefter  
Title: Vice President and Secretary