

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660241

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Agreement and Plan of Merger		
RESUBMIT DOCUMENT ID:	900591567		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TSEI Holding, Inc.		11/11/2011	Corporation:
RECEIVING PARTY DATA			
Name:	Carlisle Interconnect Technologies Inc.		
Street Address:	100 Tensolite Drive		
City:	St Augustine		
State/Country:	FLORIDA		
Postal Code:	32092		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2407578		
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	pschreiber@whe-law.com		
Correspondent Name:	Wood Herron & Evans LLP		
Address Line 1:	441 Vine Street		
Address Line 2:	Suite 2700		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	CAINT-137		
NAME OF SUBMITTER:	Kurt A. Summe		
SIGNATURE:	/Kurt A. Summe/		
DATE SIGNED:	07/15/2021		
Total Attachments: 11			
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (as amended, supplemented or otherwise modified in accordance with the provisions hereof, this "Agreement") is made and entered into as of November 11, 2011, by and among (i) Carlisle Interconnect Technologies, Inc., a Delaware corporation ("Purchaser"), (ii) 3S Acquisition Company, a Delaware corporation and a wholly owned Subsidiary of Purchaser ("Merger Sub"), (iii) TSEI Holdings, Inc., a Delaware corporation (the "Company"), (iv) holders of all of the outstanding Common Shares (as such term is defined below) as set forth under the column captioned "Stockholders" in the table set forth on Schedule 1.1(a) (the "Stockholders"), (v) Carlisle Companies Incorporated, a Delaware corporation ("Parent"), solely for purposes of joining §9.15 of this Agreement, and (vi) Brockway Moran & Partners Fund II, L.P., a Delaware limited partnership, solely in its capacity as Equityholders' Representative hereunder.

Preliminary Statements:

A. Purchaser has formed Merger Sub for the purpose of merging it with and into the Company, with the Company continuing as the surviving corporation and as a wholly owned Subsidiary of Purchaser.

B. The respective boards of directors of Merger Sub and the Company have, on the terms and subject to the conditions set forth in this Agreement, determined that the merger of Merger Sub with and into the Company, as set forth below (the "Merger"), is fair to, and in the best interest of, each such corporation and its stockholders, and declared that the Merger is advisable; the respective boards of directors of Purchaser, Merger Sub and the Company have authorized and approved this Agreement, the Merger and the consummation of the transactions contemplated hereby; and the respective boards of directors of Merger Sub and the Company have recommended acceptance of the Merger and adoption of this Agreement by their respective stockholders, in accordance with the Delaware General Corporation Law, as amended (the "DGCL").

C. All of the Stockholders have approved and adopted the Merger on the terms and subject to the conditions sets forth in this Agreement pursuant to the Joint Unanimous Written Consent of the Equityholders, a copy of which is attached to this Agreement as Exhibit D (the "Equityholders' Written Consent").

D. Purchaser, in its capacity as the sole stockholder of Merger Sub, has approved and adopted the Merger on the terms and subject to the conditions set forth in this Agreement pursuant to a written consent of the sole stockholder of Merger Sub (the "Merger Sub Shareholder Approval").

E. Upon the consummation of the Merger, each issued and outstanding share of the Common Stock, (each, a "Common Share" and, collectively, the "Common Shares") of the Company then issued and outstanding will be converted into the right to receive the cash merger consideration described herein, upon the terms and conditions of this Agreement.

Person secured by a purchase money mortgage or other Lien to secure all or part of the purchase price of the property subject to such Lien, (d) all obligations under leases which have been or must be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable as lessee, (e) any liability of such Person in respect of banker's acceptances or letters of credit (but only to the extent drawn), (f) all interest, fees, prepayment premiums and other expenses owed with respect to the indebtedness referred to above, (g) any liability under interest rate swap, hedging or similar agreements, and (h) all indebtedness referred to above which is directly or indirectly guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire or in respect of which it has otherwise assured a creditor against loss; provided, that Indebtedness with respect to the Company and the Company Subsidiaries shall not include (i) accounts payable to trade creditors and accrued expenses arising in the Ordinary Course of Business, (ii) the endorsement of negotiable instruments for collection in the Ordinary Course of Business, and (iii) Indebtedness owing from the Company to any of the Company Subsidiaries or from any of the Company Subsidiaries to the Company or any other Company Subsidiary.

"Indemnification Escrow Funds" means all funds deposited and remaining in the Indemnification Escrow Account from time to time.

"Intellectual Property" means (a) any of the following owned by, licensed to, applied for or registered in the name of, the Company or any of the Company Subsidiaries, or in which the Company or any of the Company Subsidiaries has any material rights: (i) patents and patent applications, (ii) registered and unregistered trademarks and service marks, pending trademark and service mark registration applications, and intent-to-use registrations or similar reservations of marks, (iii) registered and unregistered copyrights, and applications for registration thereof, (iv) internet domain names, and (v) trade secrets; and (b) all other material intellectual property rights necessary to permit the Company or applicable Company Subsidiary to conduct its business as now conducted.

"IRS" means the Internal Revenue Service.

"Law" means any statute, law, ordinance, rule or regulation of any Authority.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by the Company or any of the Company Subsidiaries.

"Lien" means any mortgage, lien, pledge, charge, security interest, encumbrance, title retention agreement, option or other adverse claim.

"Loss" or "Losses" means any and all out-of-pocket losses, costs, damages, penalties, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses and including, as the context may require, any of the foregoing which arise out of or in connection with any actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees or rulings. Losses shall not include lost profits, lost revenues, lost opportunities and consequential, punitive and other special damages regardless of the legal theory and in no event shall "Loss" or "Losses" be calculated based on

<u>Defined Terms</u>	<u>Section</u>
Indemnification Escrow Account	§2.6(b)
Indemnification Escrow Amount	§2.6(b)
Indemnified Directors and Officers	§5.8(a)
Indemnified Party	§8.6(a)
Indemnifying Party	§8.6(a)
Independent Accounting Firm	§2.7(c)(i)
Listed Intellectual Property	§3.13(a)
Material Contracts	§3.14(a)
Material Customers	§3.19(a)
Material Suppliers	§3.19(b)
Merger	Preliminary Statement B
Merger Sub	Preamble
Merger Sub Shareholder Approval	Preliminary Statement D
Notice of Objection	§2.7(b)
Outside Date	§7.1(b)
Permits	§3.8
Permitted Investments	§10.2(a)
Positive Adjustment Amount	§2.7(e)(iii)
Preferred Shares	§3.3(a)
Purchase Price Adjustment	§2.6(b)
Purchase Price Adjustment Escrow Account	§2.6(b)
Purchase Price Adjustment Escrow Amount	§2.6(b)
Purchaser	Preamble
Purchaser Fundamental Representations	§8.1(a)
Purchaser Indemnitees	§8.2(a)
Real Property Lease(s)	§3.15(b)
Specified Employer Taxes	§1.1 – “Company Transaction Expenses”
Stock Certificate	§2.6(g)
Stockholder Closing Payment	§2.6(g)
Stockholder Fundamental Representations	§8.1(a)
Surviving Corporation	§2.1(b)
Surviving Corporation’s Proposed Calculations	§2.7(a)(A)
Tax Returns	§3.12(a)
Third Party Claim	§8.7(a)
Transfer Taxes	§5.13
Unaudited Balance Sheet	§3.5(a)
Unaudited Balance Sheet Date	§3.5(a)
Work Permits	§3.11(c)

ARTICLE 2
The Merger

2.1 The Merger. At the Effective Time, the Company and Merger Sub shall consummate the Merger pursuant to which (a) Merger Sub shall be merged with and into the

Company and the separate corporate existence of Merger Sub shall thereupon cease, (b) the Company shall be the successor or surviving corporation in the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware, (c) the Certificate of Incorporation of the Surviving Corporation shall be amended and restated in its entirety to be identical to the Certificate of Incorporation of Merger Sub as in effect immediately prior to the Effective Time, and such amended Certificate of Incorporation shall be the Certificate of Incorporation of the Surviving Corporation until further amended in accordance with the terms thereof and the DGCL; and (d) the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until further amended in accordance with the terms thereof and the DGCL. The Merger shall have the effects set forth in Section 259(a) of the DGCL.

2.2 Effective Time of the Merger. Prior to the Closing, Merger Sub and the Company shall prepare and execute, and on the Closing Date they shall cause to be filed with the Secretary of State of the State of Delaware, a certificate of merger (the "Certificate of Merger") in such form as is required by the relevant provisions of the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such later time as is established by Merger Sub and the Company and set forth in the Certificate of Merger (the "Effective Time").

2.3 Directors and Officers of the Surviving Corporation.

(a) The directors of Merger Sub immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, each of such directors to hold office, subject to the applicable provisions of the bylaws of the Surviving Corporation, until the expiration of the term for which such director was elected and until his or her successor is elected and has qualified or as otherwise provided by the bylaws of the Surviving Corporation.

(b) The officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

2.4 Merger Consideration.

(a) For purposes of this Agreement:

(i) the term "Aggregate Merger Consideration" means

(ii) the term "Aggregate Common Stock Merger Consideration" means the sum of (A) the Aggregate Merger Consideration, plus (B) the aggregate exercise price of all Vested Options subject to the Option Cancellation Agreements.

IN WITNESS WHEREOF, each of Purchaser, Merger Sub, the Company, the Stockholders, Parent and the Equityholders' Representative have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

**CARLISLE INTERCONNECT
TECHNOLOGIES, INC.**

By: John E. Berlin
Name: John E. Berlin
Title: President

3S ACQUISITION COMPANY

By: Scott Selbach
Name: SCOTT SELBACH
Title: ASSISTANT SECRETARY

TSEI HOLDINGS, INC.

By: _____
Name:
Title:

CARLISLE COMPANIES INCORPORATED
(solely for the purposes of §9.15 hereof)

By: Scott Selbach
Name: SCOTT SELBACH
Title: VICE PRESIDENT, CORPORATE DEVELOPMENT

**BROCKWAY MORAN & PARTNERS FUND
II, L.P., as Equityholders' Representative**

By: Brockway Moran & Partners Management
II, L.P., its General Partner

By: Brockway Moran & Partners, Inc., its
General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Purchaser, Merger Sub, the Company, the Stockholders, Parent and the Equityholders' Representative have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

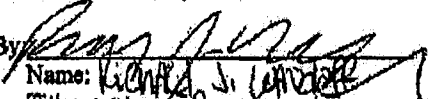
**CARLISLE INTERCONNECT
TECHNOLOGIES, INC.**

By: _____
Name:
Title:

3S ACQUISITION COMPANY

By: _____
Name:
Title:

TSEI HOLDINGS, INC.

By: 
Name: Kenneth J. Winkler
Title: Vice President

CARLISLE COMPANIES INCORPORATED
(solely for the purposes of §9.15 hereof)

By: _____
Name:
Title:

**BROCKWAY MORAN & PARTNERS FUND
II, L.P., as Equityholders' Representative**

By: Brockway Moran & Partners Management
II, L.P., its General Partner

By: Brockway Moran & Partners, Inc., its
General Partner

By: 
Name: Peter W. Klein
Title: Partner

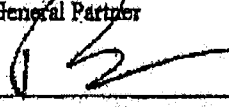
SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

STOCKHOLDERS:

BROCKWAY MORAN & PARTNERS FUND II, L.P.

By: Brockway Moran & Partners Management II, L.P., its General Partner

By: Brockway Moran & Partners, Inc., its General Partner

By: 
Name: Peter W. Klein
Title: Partner

BROCKWAY MORAN & PARTNERS ASSOCIATE CO-INVEST FUND, LTD.

By: Brockway Moran & Partners, Inc., its General Partner

By: 
Name: Peter W. Klein
Title: Partner

BROCKWAY MORAN & PARTNERS CO-INVEST FUND II, L.P.

By: Brockway Moran & Partners Management II, L.P., its General Partner

By: Brockway Moran & Partners, Inc., its General Partner

By: 
Name: Peter W. Klein
Title: Partner

ODYSSEY INVESTMENT PARTNERS FUND, L.P.

By: _____
Name:
Title:

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

STOCKHOLDERS:

**BROCKWAY MORAN & PARTNERS FUND
II, L.P.**

By: Brockway Moran & Partners Management
II, L.P., its General Partner

By: Brockway Moran & Partners, Inc., its
General Partner

By: _____
Name:
Title:

**BROCKWAY MORAN & PARTNERS
ASSOCIATE CO-INVEST FUND, LTD.**

By: Brockway Moran & Partners, Inc., its
General Partner

By: _____
Name:
Title:

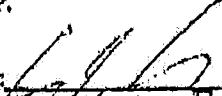
**BROCKWAY MORAN & PARTNERS CO-
INVEST FUND II, L.P.**

By: Brockway Moran & Partners Management
II, L.P., its General Partner

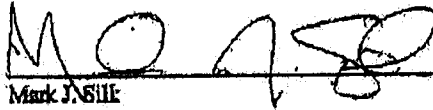
By: Brockway Moran & Partners, Inc., its
General Partner

By: _____
Name:
Title:


**ODYSSEY INVESTMENT PARTNERS FUND,
L.P.**

By: 
Name: William Hopkins
Title:

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER


Mark J. Silk

**M. & S. SILK REVOCABLE TRUST DATED
6/2/97**

By: 
Name: Mark J. Silk
Title: Trustee

David Bouzek

**FIDELITY INVESTMENTS CHARITABLE
GIFT FUND**

By: _____
Name:
Title:

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

Mark J. Silk

M. & S. SILK REVOCABLE TRUST DATED
6/2/97

By: _____
Name:
Title:
David B. Boush
David Boush

FIDELITY INVESTMENTS CHARITABLE
GIFT FUND

By: _____
Name:
Title:

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

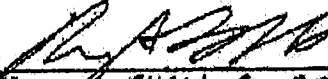
Mark J. Silk

M. & S. SILK REVOCABLE TRUST DATED
6/2/97

By: _____
Name:
Title:

David Bouzak

FIDELITY INVESTMENTS CHARITABLE
GIFT FUND

By: 
Name: RYAN A. BOLAND
Title: Director - Complex Assets
Group

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER