

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NexGen Coatings, L.L.C.		12/15/2021	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	Diamond Vogel, Inc.		
Street Address:	1110 Albany Place SE		
City:	Orange City		
State/Country:	IOWA		
Postal Code:	51041		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4831502	EUROVAR	
Registration Number:	5313233	EUROPAQUE	
Registration Number:	3300549	TRICLAD	
Registration Number:	2395236	FILL-N-SPRAY	
CORRESPONDENCE DATA			
Fax Number:	5152833108		
<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:	5156455502		
Email:	ptomail@nyemaster.com		
Correspondent Name:	Nyemaster Goode, PC		
Address Line 1:	700 Walnut Street		
Address Line 2:	Suite 1600		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	Wendy K. Marsh		
SIGNATURE:	/Wendy K Marsh/		
DATE SIGNED:	01/10/2022		
Total Attachments: 10			

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IOWA

No: W01344085
Date: 12/20/2021

SECRETARY OF STATE

490 DP-095189
DIAMOND VOGEL, INC.

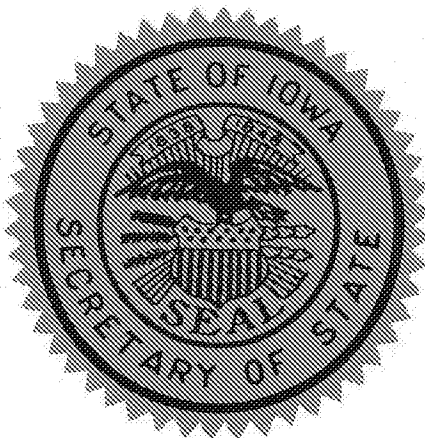
ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Merger

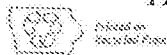
The document was filed on Dec 17 2021 1:04PM, to be effective as of Dec 31 2021 11:59PM.

The amount of \$50.00 was received in full payment of the filing fee.



A handwritten signature in black ink, reading "Paul D. Pate".

PAUL D. PATE SECRETARY OF STATE



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408213-NS

ARTICLES OF MERGER

OF

NEXGEN COATINGS, L.L.C.
an Iowa limited liability company

INTO

DIAMOND VOGEL, INC.
an Iowa corporation

1035399MERC 950.00 KATHY Z 12/2001

TO THE SECRETARY OF STATE OF IOWA:

Pursuant to the provisions of the Iowa Revised Uniform Limited Liability Company Act contained at Iowa Code Chapter 489 and the Iowa Business Corporation Act contained at Iowa Code Chapter 490, the undersigned NEXGEN COATINGS, L.L.C., an Iowa limited liability company, and DIAMOND VOGEL, INC., an Iowa corporation, adopt the following Articles of Merger.

1. **Names of the Parties to the Merger.** The name of the entity surviving the merger is DIAMOND VOGEL, INC., an Iowa corporation. The name of the non-surviving entity is NEXGEN COATINGS, L.L.C., an Iowa limited liability company.
2. **Agreement and Plan of Merger.** The Agreement and Plan of Merger is attached hereto as Exhibit A and incorporated herein by this reference.
3. **Nexgen Coatings, L.L.C. Member Approval.** The Plan of Merger was authorized and approved by unanimous consent of the members and manager of NEXGEN COATINGS, L.L.C.
4. **Diamond Vogel, Inc. Shareholder Approval.** There are One Hundred Ninety-Two Thousand, Six Hundred Sixty-Five (192,665) shares of Common A Voting Stock issued and outstanding, and One Million, Seven Hundred Thirty-Three Thousand, Nine Hundred Eighty-Five (1,733,985) shares of Common B Non-Voting Stock issued and outstanding in DIAMOND VOGEL, INC. Although shareholder approval of the Plan of Merger was not required, the Plan of Merger was authorized and approved by unanimous consent of the board of directors and the shareholders of DIAMOND VOGEL, INC.
5. **Compliance with Statutory Requirements.** NEXGEN COATINGS, L.L.C. and DIAMOND VOGEL, INC. have duly authorized the merger and have complied with all the terms and provisions of the Iowa Revised Uniform Limited Liability Company

Act and the Iowa Business Corporation Act, respectively, in the completion of this merger.

6. Effective Date. These Articles of Merger shall be effective at 11:59pm CST on December 31, 2021.

[SIGNATURE PAGE(S) FOLLOW]

Dated this 15th day of December, 2021.

NEXGEN COATINGS, L.L.C.,
an Iowa limited liability company

DIAMOND VOGEL, INC.,
an Iowa corporation

By: DIAMOND VOGEL, INC., Manager

By: 
Jeff Powell, President

By: 
Jeff Powell, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("**Agreement**") is entered into this 15th day of December, 2021, by and between NEXGEN COATINGS, L.L.C., an Iowa limited liability company, and DIAMOND VOGEL, INC., an Iowa corporation (collectively, the "**Entities**").

The members and manager of NEXGEN COATINGS, L.L.C., an Iowa limited liability company, and the shareholders and board of directors of DIAMOND VOGEL, INC., an Iowa corporation, have resolved that the Entities be merged pursuant to the provisions of the Iowa Revised Uniform Limited Liability Company Act contained at Iowa Code Chapter 489 and the Iowa Business Corporation Act contained at Iowa Code Chapter 490 into a single entity existing under the laws of the State of Iowa and governed by the Iowa Business Corporation Act. DIAMOND VOGEL, INC. shall be the surviving entity, and shall sometimes be referred to in this document as the "**Surviving Entity**."

For good and valuable consideration, the parties agree as follows:

1. **Merger**. NEXGEN COATINGS, L.L.C. shall be merged into DIAMOND VOGEL, INC. This merger shall become effective at 11:59pm CST on December 31, 2021 (the "**Effective Date**").
2. **Surviving Entity**.
 - 2.1 **Name**. The name of the Surviving Entity from and after the Effective Date shall be DIAMOND VOGEL, INC.
 - 2.2 **Articles of Incorporation**. The Articles of Incorporation, as amended, of the Surviving Entity as in effect on the Effective Date shall continue to be the Articles of Incorporation until such time as it may be changed or amended as provided by law.
 - 2.3 **Bylaws**. The Bylaws of the Surviving Entity as in effect on the Effective Date shall be the Bylaws of the Surviving Entity until such time as it may be amended as provided in the Bylaws.
3. **Effect of Merger**. On the Effective Date, the following shall occur:
 - 3.1 **Legal Existence**. The separate legal existence of NEXGEN COATINGS, L.L.C. shall cease to exist and it shall be merged into DIAMOND VOGEL, INC., as the Surviving Entity.
 - 3.2 **Property**. All right, title and interest to any and all property whether personal, real estate, or mixed, owned by NEXGEN COATINGS, L.L.C. shall be vested

in the Surviving Entity without reversion or impairment, and shall vest in the Surviving Entity without further act or deed.

- 3.3 **Debts and Obligations.** The Surviving Entity shall be responsible and liable for all the liabilities and obligations of NEXGEN COATINGS, L.L.C. and DIAMOND VOGEL, INC. Any claim existing or proceeding pending by or against NEXGEN COATINGS, L.L.C. may be prosecuted to judgment as if this merger did not take place or the Surviving Entity may be substituted in the proceeding for NEXGEN COATINGS, L.L.C. Neither the rights of creditors nor any liens on the property of NEXGEN COATINGS, L.L.C. shall be impaired by this merger.
- 3.4 **Transaction of Business.** The Surviving Entity shall continue to transact business in all states where it is otherwise presently authorized to do so.
- 3.5 **Execution of Additional Documents.** At any time and from time to time after the Effective Date, the president of the Surviving Entity may, in the name of NEXGEN COATINGS, L.L.C. execute and deliver all such proper deeds, assignments, and other instruments and take such further or other action as the Surviving Entity may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Entity title to and possession of NEXGEN COATINGS, L.L.C. property rights, privileges, powers, franchises, immunities and interests as may be necessary to carry out this merger.
4. **Method of Converting Membership Interest/Shares.** On the Effective Date, NEXGEN COATINGS, L.L.C. shall be deemed to contribute its assets and liabilities to the Surviving Entity in exchange for shares of the Surviving Entity following which NEXGEN COATINGS, L.L.C. shall immediately distribute the shares received from the Surviving Entity to each of its members in liquidation of their interest in NEXGEN COATINGS, L.L.C. as an assets-over merger pursuant to the provisions of Treas. Reg. 1.708-1(c)(3)(i). On the Effective Date, all membership interest of NEXGEN COATINGS, L.L.C. shall be converted into shares of the Surviving Entity as follows:

The membership interest of NEXGEN COATINGS, L.L.C. immediately prior to the Effective Date is as follows:

Drew F. Vogel	62.4%
Doug M. Vogel	18.8%
Mark E. Vogel	18.8%

All of the issued and outstanding shares of DIAMOND VOGEL, INC. (192,665 shares of Common A Voting Stock and 1,733,985 shares of Common B Non-Voting Stock) immediately prior to the Effective Date are owned as follows:

Common A Voting Stock:

Drew F. Vogel	130,221
Meika Vogel	3,932
Douglas M. Vogel Revocable Trust	29,256
The Mark E. Vogel Trust	29,256

Common B Non-Voting Stock:

Drew F. Vogel	196,189
The Drew F. Vogel Irrevocable Grantor Trust	975,800
Meika Vogel	35,388
Douglas M. Vogel Revocable Trust	263,304
The Mark E. Vogel Trust	263,304

On the Effective Date, additional shares of DIAMOND VOGEL, INC. will be issued to NEXGEN COATINGS, L.L.C. as follows:

Common A Voting Stock: 26,453

Common B Non-Voting Stock: 238,079

On the Effective Date, the shares of DIAMOND VOGEL, INC. issued to NEXGEN COATINGS, L.L.C. shall immediately be distributed to each of its members in liquidation of their membership interest as follows:

Common A Voting Stock:

Drew F. Vogel	16,507
Doug M. Vogel	4,973
Mark E. Vogel	4,973

Common B Non-Voting Stock:

Drew F. Vogel	148,561
Doug M. Vogel	44,759
Mark E. Vogel	44,759

All of the issued and outstanding shares of DIAMOND VOGEL, INC. as of the Effective Date will be owned as follows:

Common A Voting Stock:

Drew F. Vogel	146,728
Meika Vogel	3,932

Douglas M. Vogel Revocable Trust	29,256
The Mark E. Vogel Trust	29,256
Doug M. Vogel	4,973
Mark E. Vogel	4,973

Common B Non-Voting Stock:

Drew F. Vogel	344,750
The Drew F. Vogel Irrevocable Grantor Trust	975,800
Meika Vogel	35,388
Douglas M. Vogel Revocable Trust	263,304
The Mark E. Vogel Trust	263,304
Doug M. Vogel	44,759
Mark E. Vogel	44,759

5. **Income Tax Treatment.** The merger of NEXGEN COATINGS, L.L.C. and DIAMOND VOGEL, INC. shall be accomplished as an assets-over merger pursuant to the provisions of Treas. Reg. 1.708-1(c)(3)(i).
6. **Waiver of Notice.** All of the members of NEXGEN COATINGS, L.L.C. and all of the shareholders of DIAMOND VOGEL, INC. have waived any required notice or any required mailing of a copy of this Plan of Merger in connection with the merger of the NEXGEN COATINGS, L.L.C. into the Surviving Entity and expressly consent to the filing of Articles of Merger in the State of Iowa.
7. **Effect of Merger on Surviving Entity.** Pursuant to the requirements of Iowa Code Section 490.1107, upon the merger becoming effective the Surviving Entity may be served with process and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of NEXGEN COATINGS, L.L.C. For purposes of the foregoing, the street address of the Surviving Entity is: 1110 Albany Place SE, Orange City, Iowa 51041.
8. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

9. **Assignment**. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be null and void. This Agreement will be binding upon, insure to the benefit of and be enforceable by the parties and their respective successors and assigns.
10. **No Third-Party Beneficiary Rights**. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
11. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto.

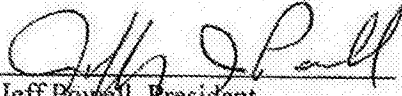
[SIGNATURE PAGE(S) FOLLOW]

This Agreement has been executed by each entity on the date first written above.

NEXGEN COATINGS, L.L.C.,
an Iowa limited liability company

DIAMOND VOGEL, INC.,
an Iowa corporation

By: DIAMOND VOGEL, INC., Manager

By: 
Jeff Powell, President

By: 
Jeff Powell, President

FILED
IOWA
SECRETARY OF STATE
12-17-21
1:04 PM
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