

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diamond Products Company		10/12/2021	Corporation: ILLINOIS

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: 2

Property Type	Number	Word Mark
Registration Number:	2318303	V-COTE
Registration Number:	2497607	MULT-E-POXY

CORRESPONDENCE DATA

Fax Number: 5152833108

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: 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: 5

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ARTICLES OF MERGER

OF

DIAMOND PRODUCTS COMPANY
an Illinois corporation

INTO

DIAMOND VOGEL, INC.
an Iowa corporation

TO THE SECRETARY OF STATE OF IOWA:

Pursuant to the provisions of the Illinois Business Corporation Act of 1983 contained at Illinois Compiled Statutes Chapter 805 Act 5 and the Iowa Business Corporation Act contained at Iowa Code Chapter 490, the undersigned DIAMOND PRODUCTS COMPANY, an Illinois corporation 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 DIAMOND PRODUCTS COMPANY, an Illinois corporation.
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. **Diamond Products Company Shareholder Approval.** There are Forty Eight Thousand Seven Hundred Fifty Eight (48,758) shares of common stock issued and outstanding in DIAMOND PRODUCTS COMPANY. 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 sole shareholder of DIAMOND PRODUCTS COMPANY.
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.

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (“**Agreement**”) is entered into this 12th day of October, 2021, by and between DIAMOND PRODUCTS COMPANY, an Illinois corporation, and DIAMOND VOGEL, INC., an Iowa corporation (collectively, the “**Entities**”).

The sole shareholder and board of directors of DIAMOND PRODUCTS COMPANY, an Illinois corporation, 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 Illinois Business Corporation Act of 1983 contained at Illinois Compiled Statutes Chapter 805 Act 5 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**. DIAMOND PRODUCTS COMPANY 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 DIAMOND PRODUCTS COMPANY 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 DIAMOND PRODUCTS COMPANY 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 DIAMOND PRODUCTS COMPANY and DIAMOND VOGEL, INC. Any claim existing or proceeding pending by or against DIAMOND PRODUCTS COMPANY may be prosecuted to judgment as if this merger did not take place or the Surviving Entity may be substituted in the proceeding for DIAMOND PRODUCTS COMPANY. Neither the rights of creditors nor any liens on the property of DIAMOND PRODUCTS COMPANY 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 **Right to Dissent.** No shareholder approval of the merger is required by the sole shareholder of DIAMOND PRODUCTS COMPANY pursuant to 805 Ill. Comp. Stat. 5/11.30 (though such approval has nonetheless been obtained) and therefore the right to dissent as set forth in 805 Ill. Comp. Stat. 5/11.65 does not apply.
- 3.6 **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 DIAMOND PRODUCTS COMPANY 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 DIAMOND PRODUCTS COMPANY property rights, privileges, powers, franchises, immunities and interests as may be necessary to carry out this merger.
4. **Method of Converting Shares.** On the Effective Date, all shares of DIAMOND PRODUCTS COMPANY shall be cancelled and no additional shares of DIAMOND VOGEL, INC. will be issued. DIAMOND VOGEL, INC., the sole shareholder of DIAMOND PRODUCTS COMPANY owns all of the issued and outstanding common stock of DIAMOND PRODUCTS COMPANY and as a result thereof, following the consummation of the merger, the shareholders of the Surviving Entity will hold the same number of shares, with identical preferences, limitations and relative rights as before the merger.
5. **Income Tax Treatment.** The merger of DIAMOND PRODUCTS COMPANY and DIAMOND VOGEL, INC. shall be accomplished as a tax-free reorganization pursuant to the provisions of I.R.C. §368(a)(1)(A) and the regulations thereunder.
6. **Waiver of Notice.** The sole shareholder of DIAMOND PRODUCTS COMPANY 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 DIAMOND PRODUCTS COMPANY into the Surviving Entity and expressly consent to the filing of Articles of Merger in the State of Iowa and the State of Illinois.

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 DIAMOND PRODUCTS COMPANY or any action or proceeding for the enforcement of the rights of the sole shareholder to receive statutorily required payment, if any, to which such shareholder may be entitled for its interest therein pursuant 805 Ill. Comp. Stat. 5/11.65. As noted in Section 3.5 above, however, the right to dissent as set forth in 805 Ill. Comp. Stat. 5/11.65. does not apply. 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.

DIAMOND PRODUCTS COMPANY,
an Illinois corporation

DIAMOND VOGEL, INC.,
an Iowa corporation

By: 
Jeff Powell, President

By: 
Jeff Powell, President

FILED
IOWA
SECRETARY OF STATE
11-22-21
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