

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/15/2020
RESUBMIT DOCUMENT ID:	900660674

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
California Walls, Inc.		01/15/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	R & L Crown Equipment, Inc.
Street Address:	213 Michelle Court
City:	So. San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080-6202
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2514962	
Registration Number:	0522900	AUT-O-DOR

CORRESPONDENCE DATA

Fax Number:

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: 212-745-9549
Email: trademarks@schiffhardin.com
Correspondent Name: Christine Feller, Schiff Hardin LLP
Address Line 1: 233 South Wacker Drive, Suite 7100
Address Line 2: Trademark Dept
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	27163
NAME OF SUBMITTER:	Christine Feller
SIGNATURE:	/Christine Feller/
DATE SIGNED:	02/09/2022

Total Attachments: 5

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Secretary of State
State of California

JAN 15 2020

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is between R. & L. CROWN EQUIPMENT, INC., a California corporation ("CIS") ("Surviving Corporation") and CALIFORNIA WALLS, INC., a California corporation ("CIO") ("Disappearing Corporation").

RECITALS:

1. Surviving Corporation has represented that it is a California corporation authorized to issue 50,000 shares of par value of \$1.00 per share, of which there are outstanding on the date of this Agreement 22,843 shares.

2. Disappearing Corporation has represented that it is a California corporation authorized to issue 100,000 common shares of the par value of \$0.10 per share, of which there are outstanding on the date of this Agreement 10,000 shares.

AGREEMENT

Surviving Corporation and Disappearing Corporation agree to merge on and subject to the following terms and conditions:

1. Merger. On the Effective Date (as defined in Section 8): Disappearing Corporation shall merge with and into Surviving Corporation (the "Merger"); the corporate existence of Surviving Corporation shall continue; and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, name, purposes, franchises, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger; and the corporate identity, existence, purposes, franchises, powers, rights, and immunities of Disappearing Corporation shall vest in Surviving Corporation. Surviving Corporation shall be subject to all of the debts and liabilities of Disappearing Corporation as if Surviving Corporation had itself incurred them and all rights of creditors and all liens upon the property of each of Surviving Corporation and Disappearing Corporation shall be preserved unimpaired, provided that liens, if any, upon the property of Disappearing Corporation shall be limited to the property affected by those liens immediately prior to the Effective Date.

2. Articles of Incorporation and Bylaws. The articles of incorporation and bylaws of Surviving Corporation, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) its articles of incorporation and bylaws respectively.

3. Directors and Officers. The directors and officers of Surviving Corporation from and after the Effective Date (until changed in accordance with applicable law and the articles of incorporation and bylaws of Surviving Corporation) shall be and remain unchanged.

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4. Effect of Merger on Outstanding Shares.

(a) Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

(b) Disappearing Corporation. On the Effective Date, each issued and outstanding common share of Disappearing Corporation shall be converted into 2.62256787313335 shares of capital stock, without par value, of Surviving Corporation. Cash will be paid in lieu of fractional shares, based upon a value of \$25.0792365276015 per capital share of Surviving Corporation on the Effective Date.

5. Representations and Warranties. Disappearing Corporation and Surviving Corporation each represents as to itself that there has been no material adverse change in its business, financial condition, results of operations, prospects, properties, or capitalization, taken as a whole, since the date of its most recent financial statements, a copy of which has been made available to the other party. Disappearing Corporation and Surviving Corporation each represents as to itself that (a) there is no pending or threatened judicial or administrative proceeding or investigation affecting it that (i) if resolved adversely to it would have material adverse effect on its business or (ii) could reasonably be expected to impair its ability to consummate the merger; and (b) it is not aware of any judicial or administrative decision affecting it that could reasonably be expected to impair its ability to consummate the merger. Disappearing Corporation and Surviving Corporation each represents that it has delivered or made available to the other accurate and complete copies of its financial statements.

6. Covenants.

(a) Filings and Approvals. Each party will cooperate with the other in the preparation and filing, as soon as possible, of all necessary applications, filings, and other documents with respect to the merger.

(b) Public Announcements. No party will make any public announcement concerning the merger before discussing it with the other party.

(c) Access. Subject to applicable laws and regulations, each party will give the other party and its representatives full access during normal business hours to all of its properties, books, records, documents, personnel, auditors, and counsel. All non-public information obtained through this access shall be kept confidential by each party.

(d) Adverse Event. (i) If an event occurs that will materially and adversely affect a party's business or its ability to carry out the merger, or (ii) if a party determines that it is or will be unable to comply with any of its obligations under this Agreement or fulfill any conditions under its control, that party shall promptly notify the other.

(e) Stockholder Actions. Each party will submit the principal terms of this Agreement to its shareholders for approval as soon as practicable.

7. Surrender of Share Certificates. After the Effective Date, each holder of an outstanding certificate evidencing common shares of Disappearing Corporation shall surrender the

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certificate, duly endorsed as Surviving Corporation may require, to Surviving Corporation or its agent for cancellation. Each holder shall promptly receive in exchange for the surrendered certificate a certificate or certificates representing the number of full common shares of Surviving Corporation to which that holder shall be entitled as provided in this Agreement and shall also be entitled to receive dividends on those common shares in an amount equivalent to the amount of dividends declared and paid on those shares between the Effective Date and the date of issuance of the certificate for the common shares. Each holder of certificates surrendered in this fashion shall also be entitled to receive upon surrendering the certificates the amount of cash, if any, payable in lieu of fractional shares otherwise issuable to that holder. A holder of certificates for common shares of Disappearing Corporation, as such, shall not be entitled to receive any dividends unless and until, and only to the extent that, that holder shall have actually been issued certificates for common shares of Surviving Corporation as otherwise provided above.

8. Effective Date. Surviving Corporation and Disappearing Corporation shall each take or cause to be taken all such actions, or do or cause to be done all such things, as are necessary, proper, or advisable under the laws of the State of California to make effective the merger provided in this Agreement, subject, however, to receipt of any required approval by outstanding shares of either in accordance with California law and subject also to completion of any necessary qualification of securities under the Corporate Securities Law of California and to compliance with all other applicable laws. Unless this Agreement shall be terminated in accordance with its provisions, Surviving Corporation and Disappearing Corporation each agrees to use its best efforts, subject to the foregoing conditions, to take or cause to be taken all actions as set forth above. Upon compliance with applicable laws and upon receipt of any required approval of the outstanding shares of either party, a copy of this Agreement of Merger with an officer's certificate of each of Surviving Corporation and Disappearing Corporation as required by Section 1103 of the California Corporations Code shall be filed in the office of the California Secretary of State. The merger shall become effective as prescribed by law ("Effective Date").

9. Operation of Business Pending Consummation of Merger. Prior to the Effective Date, neither Surviving Corporation nor Disappearing Corporation shall, without the prior written approval of the other, (a) amend its articles of incorporation or bylaws; (b) engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement; or (c) issue, sell, or subdivide any of its shares; or (d) issue any shares, any options, warrants, or rights to purchase any shares or any securities convertible into or exchangeable for any shares; or (e) declare or pay any dividend or make any distribution on any of its shares; or (f) purchase or redeem any of its outstanding shares.

10. Conditions Precedent. The obligations of each party to complete the merger are subject to the following conditions:

(a) Corporate Approval. All corporate actions necessary to authorize the execution, delivery, and performance of this Agreement shall have been duly and validly taken by the other party. If required by applicable law, the shareholders of each party shall have approved the merger.

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(b) Approval From Government Agencies. All governmental approvals and other actions required to effect the merger and related transactions shall have been obtained, without conditions or restrictions that the affected party reasonably considers unduly burdensome.

(c) Representations and Compliance. The representations and warranties of the other party in this Agreement shall be true on the Effective Date with the same effect as though made on and as of the Effective Date, except for any changes contemplated by this Agreement. Each other party shall have complied with all agreements to be performed by it on or before the Effective Date.

11. Termination or Abandonment. This Agreement of Merger may be terminated and the merger abandoned at any time prior to the Effective Date (a) by the mutual consent of the respective boards of directors of Disappearing Corporation and Surviving Corporation; or (b) by either Disappearing Corporation or Surviving Corporation if in the opinion of its board of directors, evidenced by a certified copy of resolutions of that board filed with the other party, the merger is impractical or undesirable by reason of the fact that demands of dissenting shareholders of either corporation, for purchase of their shares, are so great in amount as to render the merger inadvisable; or (c) by a party if the conditions precedent to the obligations of that party shall not have been satisfied and that party shall have notified the other party of its intention to terminate this Agreement and the other party has not within ten business days caused satisfaction of that condition. In the event of termination of this Agreement as provided in this Section, neither Disappearing Corporation nor Surviving Corporation or their respective boards of directors or shareholders shall be liable to the other or its directors or shareholders.

12. Other Provisions.

(a) Governing Law. This Agreement of Merger shall be governed by the laws of California applicable to contracts made and to be performed in California.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties to this Agreement, and supersedes any prior written or oral agreements between them concerning the subject matter contained in this Agreement.

(c) Counterparts. This Agreement of Merger may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

(d) Further Assurances. Disappearing Corporation shall from time to time upon request by Surviving Corporation execute and deliver all such documents and instruments and take all such action as Surviving Corporation may request in order to vest or evidence the vesting in Surviving Corporation of title to and possession of all rights, properties, assets, and business of Disappearing Corporation, or otherwise to carry out the full intent and purpose of this Agreement of Merger.

(e) Expenses. Each party will pay its own expenses if the Merger is not consummated.

(f) Representations and Warranties. The representations and warranties of each party will terminate on the Effective Date.

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(g) No Assignability. Neither this Agreement nor any rights or obligations under it are assignable.

(h) Headings. The use of titles and headings with references to certain sections of this Agreement are solely for the convenience of the reader and are of no legal effect.

(i) Corporate Counsel. This Agreement was prepared by Crist Biorn Shepherd & Roskoph APC ("Company Counsel") on behalf of and in the course of its representation of Surviving Corporation and Disappearing Corporation. Surviving Corporation and Disappearing Corporation agree that: (i) each party has been advised by Company Counsel to seek independent counsel; (ii) each party has had the opportunity to seek the advice of independent counsel; and (iii) each party has been advised to seek the advice of independent income tax counsel.

IN WITNESS WHEREOF, Disappearing Corporation and Surviving Corporation have caused this Agreement of Merger to be executed as of the day and year first above written.

Surviving Corporation

R. & L. CROWN EQUIPMENT, INC.

By William R. Morgan
William R. Morgan
Chief Executive Officer

By Lois B. Morgan
Lois B. Morgan
Secretary

Disappearing Corporation

CALIFORNIA WALLS, INC.

By William R. Morgan
William R. Morgan
Chief Executive Officer

By Beverly J. Morgan
Beverly J. Morgan
Secretary