

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795433

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	07/01/2022
RESUBMIT DOCUMENT ID:	900746842

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CleanTools, Inc.		06/23/2022	Corporation: ILLINOIS

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
N.C.S. Distribution, Inc.	06/23/2022	Corporation: ILLINOIS

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	CleanTools, Inc.
Street Address:	10 Plaza Drive
City:	Westmont
State/Country:	ILLINOIS
Postal Code:	60559
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3094585	FIREMAN'S FRIEND
Registration Number:	1248006	THE ABSORBER
Registration Number:	2667385	THE GLOSSER
Registration Number:	1891116	CLEANTOOLS
Registration Number:	3080937	DASH GEAR
Registration Number:	3037239	CLEANTOOLS
Registration Number:	2829679	THE ABSORBER
Registration Number:	2966014	THE SOFTOSS
Registration Number:	2966111	
Registration Number:	3650556	THE GLOSSER
Registration Number:	4252589	DASH GEAR
Registration Number:	5284090	THE ABSORBER
Registration Number:	5536406	THE ABSORBER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5295218	DIP RAGZ

CORRESPONDENCE DATA

Fax Number: 3129843150

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: 312-984-3100

Email: trademarks@bfkn.com

Correspondent Name: Thomas M. Gniot

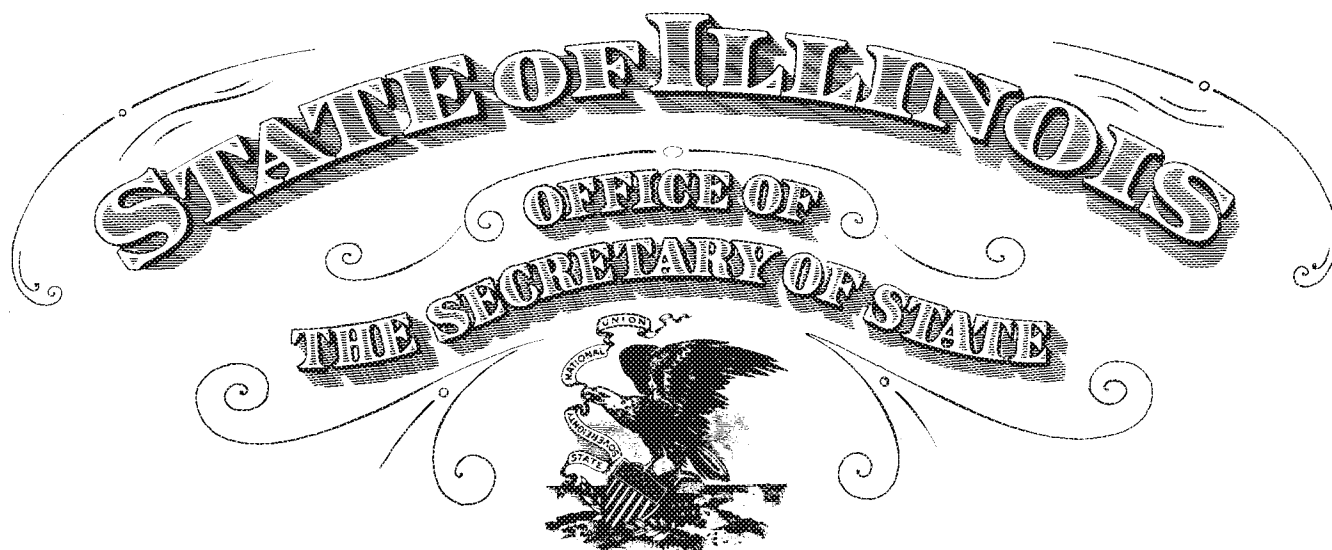
Address Line 1: 200 West Madison Street, Suite 3900

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	CTOL-0002
NAME OF SUBMITTER:	Thomas M. Gniot
SIGNATURE:	/Thomas M. Gniot/
DATE SIGNED:	03/17/2023

Total Attachments: 7

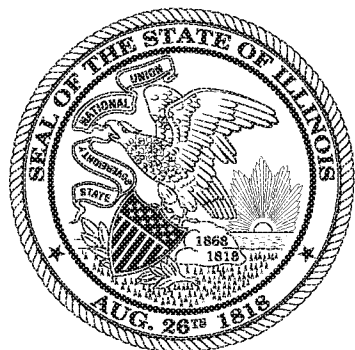
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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 6 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR CLEANTOOLS, INC..



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of SEPTEMBER A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2224401459 verifiable until 09/01/2023.

Authenticate at: <https://www.ilsos.gov>

**TRADEMARK
REEL: 008005 FRAME: 0684**

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 62756
 217-782-6961
 www.ilsos.gov

FILED

JUN 28 2022

**JESSE WHITE
 SECRETARY OF STATE**

PAID
JUN 28 2022
EXPEDITED
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.



CP0080271

File # 55696136

Filing Fee: \$

100.00

Approved: *Jt*

----- 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~~ ^{merge} and State or Country of incorporation.
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>CleanTools, Inc.</u>	<u>IL</u>	<u>58643017</u>
<u>N.C.S. Distribution, Inc.</u>	<u>IL</u>	<u>55696136</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 ~~acquiring~~ ^{surviving} corporation: N.C.S. Distribution, Inc.

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

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

See attached Agreement and Plan of Merger (including name change for survivor) attached hereto and made a part hereof.

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Not applicable to 100 percent-owned subsidiaries.

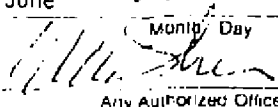
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____

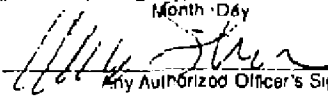
Month Day Year

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 June 24 2022 CleanTools, Inc.
Month Day Year Exact Name of Corporation

Any Authorized Officer's Signature
 William M. Stuart, CEO
Name and Title (type or print)

Dated June 24 2022 N.C.S. Distribution, Inc.
Month Day Year Exact Name of Corporation

Any Authorized Officer's Signature
 William M. Stuart, CEO
Name and Title (type or print)

Dated _____ _____ 20____
Month Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 23, 2022, is made by and between N.C.S. Distribution, Inc., an Illinois corporation (the "Corporation") and CleanTools, Inc., an Illinois corporation ("CleanTools").

WHEREAS, the Corporation and CleanTools (collectively, the "Constituent Corporations") deem it advisable and in the best interests of their respective Shareholders that CleanTools merge with and into the Corporation pursuant to the terms and conditions of this Agreement and in accordance with the Illinois Business Corporation Act of 1983, as amended (the "Act"); and

WHEREAS, the Board of Directors and Shareholders of the Constituent Corporations approve and authorize the merger of CleanTools with and into the Corporation.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement and the Act, from and after the Effective Time (defined below): (a) CleanTools shall be merged with and into the Corporation as a single corporation and the Corporation shall assume all obligations of CleanTools; (b) the Corporation shall continue as the surviving corporation (the "Surviving Corporation") in the Merger (as defined below); (c) the separate existence of CleanTools shall cease; and (d) the existence of the Surviving Corporation shall continue unaffected and unimpaired, with all the rights, privileges, immunities, and powers, and subject to all the duties and liabilities, of a corporation organized under the Act (the "Merger"). The Merger shall have the effects set forth in this Agreement and in Section 11.50 of the Act.

Article 2. Effect of the Merger.

2.1 The Effective Time. The Merger shall become effective on July 1, 2022 pursuant to the Articles of Merger being filed with the Illinois Secretary of State (the "Effective Time").

2.2 Effect of the Merger. At the Effective Time, all the property, rights, privileges, powers and franchises of CleanTools shall vest in the Surviving Corporation and all debts, liabilities, obligations, restrictions, disabilities and duties of CleanTools shall become debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

Article 3. Capital Stock. Immediately prior to the Merger, all of the issued shares of Class A Voting and Class B Nonvoting common stock, no par value, of CleanTools and the Corporation, are held in equal percentages by the same shareholders. At the Effective Time, by virtue of the Merger, (a) each issued and outstanding share of Class A Voting and Class B Nonvoting common stock of CleanTools, no par value per share, that is owned immediately prior to the Effective Time shall automatically be cancelled and retired and shall cease to exist, and no

cash, stock or other consideration shall be delivered or deliverable in exchange therefor; and (b) each issued and outstanding share of Class A Voting and Class B Nonvoting common stock of the Corporation, no par value per share, issued and outstanding immediately prior to the Effective Time shall remain outstanding, and shall represent one (1) share of validly issued, fully paid and non-assessable share of Class A Voting and Class B Nonvoting common stock of the Surviving Corporation, no par value per share.

Article 4. Articles of Incorporation and Bylaws. At the Effective Time, Article One of the Articles of Incorporation of the Corporation shall be amended to change the name of the Surviving Corporation to "CleanTools, Inc." The Bylaws of the Corporation existing immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time until the same shall be amended in the manner provided therein and in the Act.

Article 5. Directors and Officers. The directors and officers of the Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation immediately following the Effective Time until their respective successors are elected or appointed and qualified in the manner provided in the Act and the Bylaws.

Article 6. At any time prior to the filing of the Articles of Merger, this Agreement may be amended or terminated and the Merger abandoned in accordance with the Act.

Article 7. Further Assurances. If at any time or from time to time the Surviving Corporation shall determine or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation, or perfect its title to, any property or rights of CleanTools, the officers of CleanTools shall execute, make, and deliver, without further consideration, all such proper assignments and assurances in law, and do all other things necessary or desirable, to vest or perfect title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Article 8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without regard to the conflicts of law principles thereof.


8.2 Entire Agreement. This Agreement and each other document executed by the parties pursuant to this Agreement or referenced herein constitute a complete and exclusive statement of the entire understanding and agreement of the parties with respect to the respective subject matter hereof, and supersedes all other prior agreements and understandings, written or oral, relating to such subject matter between the parties.

8.3 References and Headings. References in this Agreement to sections are to sections of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

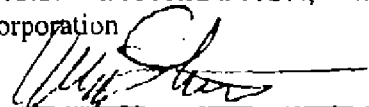
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CLEANTOOLS, INC., an Illinois corporation



By: William M. Stuart
Its: Chief Executive Officer

N.C.S. DISTRIBUTION, INC., an Illinois corporation



By: William M. Stuart
Its: Chief Executive Officer