

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/27/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
API Cryptek Inc.		12/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Spectrum Control, Inc.		
Street Address:	8031 Avonia Road		
City:	Fairview		
State/Country:	PENNSYLVANIA		
Postal Code:	16415		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3084437	ION NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	7168564000		
Email:	ipdocketing@hodgsonruss.com		
Correspondent Name:	hodgson russ llp		
Address Line 1:	140 Pearl Street		
Address Line 2:	Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Blair K. Andrews		
SIGNATURE:	/blair k andrews/		
DATE SIGNED:	05/24/2023		
Total Attachments: 3			
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**AGREEMENT AND PLAN OF MERGER
OF
API CRYPTTEK INC.
WITH AND INTO
SPECTRUM CONTROL, INC.**

This AGREEMENT AND PLAN OF MERGER, dated as of December 27, 2022 (this “Agreement”), is by and between API Crypttek Inc., a Delaware corporation (“Crypttek”), and Spectrum Control, Inc., a Pennsylvania corporation (“Spectrum”).

WHEREAS, Crypttek has 1000 authorized shares of common stock, 100 shares of which (representing all of the issued and outstanding shares of common stock of Crypttek) are held by API Technologies Corp., a Delaware corporation (“API Technologies”);

WHEREAS, Spectrum has 100 authorized shares of common stock, all of which are issued and outstanding and held by API Technologies; and

WHEREAS, subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), Crypttek and Spectrum desire to merge, with Spectrum to be the surviving corporation of the merger (the “Surviving Corporation”).

NOW, THEREFORE, for and in consideration of the premises and the representations, warranties, covenants and agreements contained herein, Crypttek and Spectrum do represent, warrant, covenant and agree as follows:

1. Merger. At the Effective Time, Crypttek shall be merged with and into Spectrum, pursuant to the laws of the State of Delaware and the Commonwealth of Pennsylvania (the “Merger”). To effect the Merger, pursuant to the laws of the State of Delaware and Commonwealth of Pennsylvania, Spectrum will file a certificate of merger with the Secretary of State of Delaware and a statement of merger with the Secretary of State of Pennsylvania, which will provide that the Merger shall be effective as of the Effective Time. Spectrum will be the Surviving Corporation in the Merger. The name of the Surviving Corporation will be Spectrum Control, Inc., a Pennsylvania corporation.

2. Terms of Merger; Effective Time. The terms and conditions of the Merger are set forth in this Agreement. The Merger will become effective as of 11:59 PM Eastern Time on December 31, 2022 (the “Effective Time”).

3. Effect of the Merger. At the Effective Time, the Surviving Corporation shall succeed to all the rights, privileges, immunities, powers, franchises, properties and contracts of Crypttek and Spectrum, and shall be subject to all the debts, liabilities and duties of Crypttek and Spectrum.

4. Cancellation of Crypttek Shares. At the Effective Time, by virtue of the Merger and without any other action on the part of Crypttek or Spectrum, each share of common stock of Crypttek outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be cancelled and extinguished without any payment of any consideration therefor, and shall thereafter cease to exist.

5. Spectrum Shares. At the Effective Time, by virtue of the Merger and without any other action on the part of Crypttek or Spectrum, the issued and outstanding shares of Spectrum shall remain issued and outstanding and represent shares of capital stock of the Surviving Corporation.

6. Certificate of Incorporation and Bylaws. From and after the Effective Time, (a) the Certificate of Incorporation of Spectrum in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation and (b) the Bylaws of Spectrum in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, each until altered or amended in accordance with their respective provisions and applicable law.

7. Directors and Officers. The directors and officers of Spectrum immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers of the Surviving Corporation, each to hold office until their respective successors are duly elected or appointed and qualified, or until their earlier death, resignation or removal.

8. Solvency. Each of Cryptek and Spectrum represents and warrants as of the date hereof that the fair market value of the assets of Cryptek exceeds (i) the sum of the liabilities to be assumed by Spectrum in the Merger plus, (ii) the amount of liabilities, if any, to which the assets of Cryptek are subject.

9. Intended U.S. Tax Treatment. It is the express intention of each of Cryptek and Spectrum that for all U.S. federal income tax and applicable state income and franchise tax purposes, (a) this Agreement and the adoption of resolutions by the applicable parties authorizing and approving the Merger, together, are hereby adopted as a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-2, and (b) the Merger constitutes a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

10. Amendment. This Agreement may be amended or waived only by a written instrument executed by both parties hereto at any time prior to the Effective Time.

11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its principles and conflicts of laws.

12. Counterparts. This Agreement may be executed in two or more counterparts and by electronic means (including .pdf or facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14. Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the day and year first above written.

API CRYPTTEK INC.

DocuSigned by:
By: Douglas J. Wingenbach
Name: Douglas J. Wingenbach
Title: Authorized Signatory

SPECTRUM CONTROL, INC.

DocuSigned by:
By: Douglas J. Wingenbach
Name: Douglas J. Wingenbach
Title: Authorized Signatory

*[Signature Page to Agreement and Plan of Merger –
API Cryptek Inc. and Spectrum Control, Inc.]*