

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM820443

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2020		
RESUBMIT DOCUMENT ID:	900774613		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franklin Control Systems, LLC		12/10/2020	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Franklin Electric Co., Inc.		
Street Address:	9255 Coverdale Road		
City:	Fort Wayne		
State/Country:	INDIANA		
Postal Code:	46809		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4355246	SMARTSTART	
Registration Number:	2968509	CERUS	
Registration Number:	2979085		
CORRESPONDENCE DATA			
Fax Number:	6162054399		
<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:	6162053079		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Monica J. Stover		
Address Line 1:	99 Monroe Avenue, NW Suite 300		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	Monica J. Stover		
SIGNATURE:	/Monica J. Stover/		
DATE SIGNED:	06/28/2023		
Total Attachments: 6			
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Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - S

Articles of Merger - Multi Entity Merger

FILED: DEC 23, 2020
OREGON SECRETARY OF STATE



13504691-21735350

REGISTRY NUMBER: 135046-91

FRANKLIN CONTROL SYSTEMS,...

MER

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is
We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1. NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

NAME:	ENTITY TYPE:	REGISTRY NUMBER:
Franklin Control Systems, LLC	Domestic LLC	135046-91
Franklin Electric Co., Inc.	Foreign Corporation	1655060-99

2. NAME AND TYPE OF SURVIVING ENTITY: Franklin Electric Co., Inc. (Foreign Corporation)

☐ Check here if there is a name change in the plan of merger.

3. OREGON CORPORATION AND LIMITED LIABILITY REQUIREMENT:

☒ Oregon Corporations and Limited Liability Companies comply with House Bill 2191 by attaching an information change form or document that includes the Principal Place of Business and Individual with Direct Knowledge.

4. SELECT ONE OF THE FOLLOWING:

☐ A copy of the plan of merger is attached.

OR:

☒ The plan of merger is on file at the address of the surviving entity.

Address 9255 Coverdale Road

City Fort Wayne State IN Zip Code 46809

A copy will be provided upon request to any owner, member or shareholder at no cost.

If the plan of merger amends the articles of organization/incorporation, attach the restated articles of the surviving entity.

☒ State effective date and time in plan of merger if other than when these articles are filed:

5. The plan of merger was duly authorized and approved by each entity that is a party to the merger:

☐ A copy of the vote required by each entity is attached.

OR:

☒ Shareholder approval was not required.

6. EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature:

Printed Name:

Jonathan M. Grandon

Title:

Secretary

CONTACT NAME: (To resolve questions with this filing)

Nell McAfee

PHONE NUMBER: (Include area code)

260-827-5212

FEES

Nonprofit Required Processing Fee	\$50
Domestic Required Processing Fee	\$100
Foreign Required Processing Fee	\$275

Processing Fees are nonrefundable. Please make check payable to "Corporation Division".
Free copies are available at sos.oregon.gov/business using the Business Name Search program.

TRADEMARK

REEL: 008114 FRAME: 0087



Corporation/Limited Liability Company - Information Change

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - sos.oregon.gov/business - Phone: (503) 986-2200

Please Type or Print Legibly in **Black** ink. Attach Additional Sheet if Necessary.

Fax: (503) 378-4381

REGISTRY NUMBER:

1655060-99

ENTITY TYPE: ☐ DOMESTIC ☒ FOREIGN

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

1. NAME OF CORPORATION OR LIMITED LIABILITY COMPANY:

Franklin Electric Co., Inc.

2. BUSINESS ACTIVITY

Complete only the sections that you are updating.

6. ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

3. PRINCIPAL PLACE OF BUSINESS: (Street Address)

9255 Coverdale Road
Fort Wayne, Indiana 46809

4. THE REGISTERED AGENT HAS BEEN CHANGED TO:

5. REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

Must be an Oregon Street Address, which is identical to the registered agent's office.

7. THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT.

8. THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

The entity has been notified in writing of this change.

9. INDIVIDUAL WITH DIRECT KNOWLEDGE (Names and Addresses)

List the name and address of at least one individual who is a director, or controlling shareholder of the corporation (member or manager of the LLC) or an authorized representative with direct knowledge of the operations and business activities of the corporation or LLC.

Jonathan Grandon, Secretary
9255 Coverdale Road
Fort Wayne, Indiana 46809

10. NAME(S) AND ADDRESS(ES) OF CORPORATE OFFICERS OR LLC MEMBERS/MANAGERS

Corporations list the name and address of one President and one Secretary (ORS 60.787, ORS 65.787, ORS 62.455, ORS 554.315).

Limited Liability Companies list the name and addresses of the managers for a manager-managed limited liability company or the name and address of at least one member for a member-managed limited liability company (ORS 63.787). Please attach a separate sheet of paper if needed.

If making changes to this section, list all current names and addresses. This replaces what is currently on the record.

PRESIDENT OR OWNER(S) (MEMBERS): (Names and Addresses)

SECRETARY OR MANAGER(S): (Names and Addresses)

11. EXECUTION: I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

SIGNATURE:

PRINTED NAME:

TITLE:

Neil McAfee

Neil McAfee

Paralegal

CONTACT NAME: (To resolve questions with this filing)

PHONE NUMBER: (Include area code)

FEES

No Processing Fee

Free copies are available at sos.oregon.gov/business using the Business Name Search program.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of December 10, 2020, by and between Franklin Control Systems, LLC, an Oregon limited liability company ("**FCS**"), and Franklin Electric Co., Inc., an Indiana corporation ("**Franklin Electric**").

WHEREAS, each of the parties has approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, FCS, in accordance with the Oregon Revised Statutes (the "**Code**"), will merge with and into Franklin Electric, with Franklin Electric as the surviving entity (the "**Merger**"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 63.481 of the Code, FCS shall be merged with and into Franklin Electric at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of FCS shall cease, and Franklin Electric shall continue as the surviving entity (the "**Surviving Entity**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Code.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "**Certificate of Merger**") with the Secretary of State of the state of Oregon with respect to the Merger. The Merger shall become effective at 11:59p.m. Eastern Time on December 31, 2020 (the "**Effective Time**").

(b) From the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of FCS shall vest in Franklin Electric, as the Surviving Entity, and (ii) all debts, liabilities, obligations and duties of FCS shall become the debts, liabilities, obligations and duties of Franklin Electric, as the Surviving Entity.

3. Organizational Documents. The bylaws of Franklin Electric in effect at the Effective Time shall be the bylaws of the Surviving Entity until thereafter amended as provided therein, and the articles of incorporation of Franklin Electric in effect at the Effective Time shall be the articles of incorporation of the Surviving Entity until thereafter amended as provided therein.

4. Directors and Officers. The directors and officers of Franklin Electric immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and the bylaws of the Surviving Entity.

5. Treatment of Shares and Membership Interest in the Surviving Entity. At the Effective Time, by virtue of the Merger and without any action on the part of FCS or Franklin Electric the membership interests of FCS shall be cancelled.

6. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

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

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or

conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Franklin Control Systems, LLC

By 

Jonathan M. Grandon

Secretary

Franklin Electric Co., Inc.

By 

Jonathan M. Grandon

Secretary

1655060-99

**UNANIMOUS WRITTEN CONSENT OF THE SOLE MEMBER OF
FRANKLIN CONTROL SYSTEMS, LLC**

The undersigned member of Franklin Control Systems, LLC, an Oregon limited liability company (the "**Company**"), being the sole member of the Company (the "**Member**"), in accordance with the Oregon Revised Statutes and the Company Agreement, hereby adopt the following Unanimous Written Consent, without providing notice, holding a meeting, or taking a vote.

WHEREAS, the Company has agreed to enter into a form of Agreement and Plan of Merger attached hereto as **Appendix A** (the "Merger Agreement") with the Member, whereby the Company will merge with the Member, with the Member to continue as the surviving entity and the separate existence of the Company to cease from and after the Effective Time as that term is defined in the Merger Agreement; and

WHEREAS, the undersigned Member expressly consents to the adoption of the following resolutions by unanimous consent and agrees that entry into the Merger Agreement is advisable and in the best interests of the Company; and

WHEREAS, such adoption shall be valid and have the same force and effect as though such resolutions had been adopted at a formal meeting.

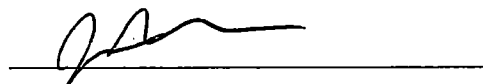
THEREFORE, BE IT:

RESOLVED, that that the Company is authorized to enter into the Merger Agreement and execute all such documents necessary and appropriate to effectuate the Merger by and between the Company and the Member whereby the Member will continue as the surviving entity and the separate existence of the Company will cease upon the terms of and subject to the conditions set forth in the Merger Agreement.

The undersigned directs that an executed copy of this Unanimous Written Consent be filed with the minutes of the proceedings of the Members.

IN WITNESS WHEREOF, the undersigned Member has duly executed this Unanimous Written Consent as of December 10, 2020.

FRANKLIN ELECTRIC CO., INC. – SOLE MEMBER



Jonathan M. Grandon

Secretary