

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM154834

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/03/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blitz 18-313 GmbH		09/03/2018	Limited Liability Company: GERMANY

RECEIVING PARTY DATA

Company Name:	Revell GmbH
Street Address:	Henschelstr. 20-30
City:	Bünde
State/Country:	GERMANY
Postal Code:	32257
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1363578	REVELL
Registration Number:	3259067	REVELL
Registration Number:	768144	MONOGRAM
Registration Number:	779589	MONOGRAM
Registration Number:	1057800	MONOGRAM
Registration Number:	2922512	REVELL MONOGRAM
Registration Number:	1057799	SNAP TITE
Registration Number:	5294802	JUNIOR KIT
Registration Number:	3019418	SNAPTITE

CORRESPONDENCE DATA

Fax Number: 3125693000

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: 3125691459

Email: ipdocketchicago@faegredrinker.com

Correspondent Name: Melissa S. Dillenbeck

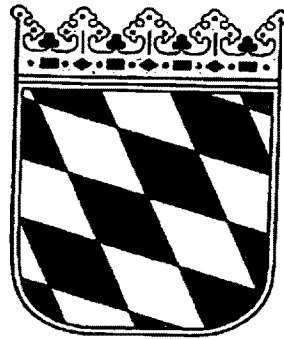
Address Line 1: Faegre Drinker Biddle & Reath LLP

Address Line 2: 320 South Canal Street, Suite 3300

OP \$240.00.00 73529635

Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	530172.000001
DOMESTIC REPRESENTATIVE	
Name:	Melissa S. Dillenbeck
Address Line 1:	Faegre Drinker Biddle & Reath LLP
Address Line 2:	320 South Canal Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	LINDA PRAINITO
SIGNATURE:	LINDA PRAINITO
DATE SIGNED:	02/27/2024
Total Attachments: 13	
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Certified copy of
notary instrument of
Dr. Dirk Steiner
Munich



The conformity of the following copy with
the original document is hereby certified.

Munich, September 6, 2018

Dr. Dirk Steiner, Notary

Document Register No. S 1247 /2018

Merger agreement

On the third of September two thousand eighteen
– 09/03/2018 –

before me,

Dr. Dirk Steiner,
Notary in Munich,

at the Theatinerstr. 45, 80333 Munich office, appeared:

Mr. Tilman-Claudius Richter, DOB 11/22/1977, resident of Munich, personally known to me, acting here on behalf of

- a) **Blitz 18-313 GmbH**
recorded in the Commercial Register of the Munich District Court under HRB 238375 registered in Grünwald (postal address: Gabriel-von-Seidl-Str. 18 a, 82031 Grünwald), and having sole power of representation and as a managing director exempt from the restrictions under Sec. 181 of the German Civil Code (BGB),
- b) **Revell Holding GmbH**
recorded in the commercial register of the Munich District Court under HRB 239619 registered in Grünwald (postal address: Gabriel-von-Seidl-Str. 18 a, 82031 Grünwald), and having sole power of representation and as a managing director exempt from the restrictions under Sec. 181 BGB,
- c) **Revell GmbH**
recorded in the Commercial Register of the Bad Oeynhausen District Court under HRB 10158 registered in Bünde (postal address: Henschelstr. 20-30, 32257 Bünde), by virtue of power of attorney, which was presented in original upon notarization and is attached.

Upon solicitation, I notarize the declarations made before me in accordance with the following

merger agreement including resolutions of approval

between

Blitz 18-313 GmbH

registered in Grünwald (Munich District Court HRB 238375) as the absorbed legal entity, also referred to as "absorbed legal entity" or "absorbed legal entity" in the following, and

Revell GmbH

registered in Bünde (Bad Oeynhausen District Court HRB 10158) as the absorbing legal entity, also referred to as "absorbing company" or "absorbing legal entity" in the following.

Preamble

1. By the present agreement, the absorbed legal entity is merged with the absorbing legal entity.

The absorbed legal entity is recorded in the commercial register of the Munich District Court under HRB 238375.

The last list of shareholders recorded in the commercial register on 5/15/2018, which is attached to this document for evidentiary purposes, shows the following participating interests in the registered capital of EUR 25,000.00:

Revell Holding GmbH holds 25,000 shares at a nominal value of EUR 1.00, numbered 1 to 25,000.

The original capital contributions are fully secured per attestation.

2. The absorbing company is recorded in the commercial register of the Bad Oeynhausen District Court under HRB 10158.

The last list of shareholders recorded in the commercial register on 6/15/2018, which is attached to this document for evidentiary purposes, shows the following participating interests in the registered capital of EUR 2,125,000.00:

Revell Holding GmbH holds 2,125,000 shares at a nominal value of EUR 1.00, numbered 2 to 2,125,001.

The original capital contributions are fully secured per attestation.

A
Merger agreement

Sec. 1
Transfer of assets/Balance sheet date

1. The absorbed legal entity,
Blitz 18-313 GmbH
registered in Grünwald, transfers its assets as a whole with all rights and obligations excluding liquidation pursuant to Secs. 2 et seq., 46 et seq.. of the Transformation Act (UmwG) to
Revell GmbH
registered in Bünde by way of merger through absorption.
2. The absorbing legal entity absorbs the assets of the absorbed legal entity by internal arrangement effective as of 7/1/2018, 12:00 a.m. From that point forward, the business transactions and actions of the absorbed legal entity are deemed conducted on behalf of the absorbing company.
3. The merger agreement is based on the absorbed legal entity's 6/30/2018 closing balance sheet (effective fiscal date of transfer).

Sec. 2
Consideration/Implementation

1. The absorbing company shall refrain from the granting of shares. All shareholders of the absorbed legal entity hereby waive same.
2. The transfer of assets ensues at book values.

Sec. 3
No special rights

The absorbed legal entity has no special rights in the context of Sec. 5 (1) no. 7 UmwG. No special rights are granted to individual shareholders in the context of the merger.

Sec. 4**No special advantages**

No member of a representative body or other person designated in Sec. 5 (1) no. 8 UmwG are granted any special advantages.

Sec. 5**Consequences of merger for employees and their representatives**

Per attestation, there is no works council at the absorbed legal entity. It does not have any employees.

The absorbing company does have a works council. The company currently has 135 employees.

In accordance with Sec. 5 (3) UmwG, the draft of the present merger agreement was forwarded to the works council of the absorbing company on 8/1/2018. Confirmation of the works council is presented today pursuant to Sec. 17 (1) UmwG. It is to be submitted to the registry court.

The consequences of the merger for employees of the absorbed legal entity stem from Secs. 20 (1) no. 1 and 2, 322-325 UmwG as well as Sec. 613 a (1) and (4) to (6) BGB.

As the absorbed legal entity transfers its assets in full with all rights and obligations excluding liquidation by way of the merger to the absorbing legal entity in the context of universal succession, Sec. 111 (2) no. 3 of the Works Constitution Act (BetrVerfG) is not applicable as the present matter is not an amalgamation of operations but rather an amalgamation of companies by way of merger, which does not fall within the scope of this provision.

Pursuant to Sec. 613 a (1) BGB, any and all employment relationships that exist with the absorbed legal entity, including all rights and duties, pass to the absorbing legal entity upon the merger taking effect; i.e. the date the merger is entered into the commercial register of the absorbing legal entity. These employment relationships cannot be terminated as a result of the merger. Sec. 323 (1) UmwG (protection against dismissal upon division or partial transfer) is not relevant as Sec. 323 (1) UmwG is not applicable to the present case of a merger.

Moreover, the one-year *reformatio in peius* prohibition as per Sec. 324 UmwG, Sec. 613 a (1) sentences 2-4 BGB is to be observed. According thereto, should the rights and duties arising from employment relationships with the absorbed legal entity be regulated by the legal norms of a labor agreement or collective bargaining agreement, they constitute employment contract content with the absorbed legal entity and may not be changed to the disadvantage of the employees or, respectively, only changed within the limits of Sec. 613 a (1) sentences 2-4 BGB, prior to the end of one year following the date of transfer of the employment relationships.

The present merger does not encompass any consequences or measures other than those described above – particularly as also regards the employees of the absorbing legal entity.

Sec. 6

Real estate, commercial procurement, registered branches, GmbH holdings

1. The absorbed legal entity does not own any real estate.
2. The absorbed legal entity has no persons holding commercial power of representation.
3. The assets of the absorbed legal entity include an equity interest in Hobbico Deutschland Holding GmbH recorded in the commercial register of the Bad Oeynhausen District Court under HRB 13628, otherwise, no shares in limited liability companies.

Sec. 7

Annotations

The notary informed the involved parties about the further process up to the merger taking effect, the effective date as well as the legal consequences of the merger, particularly the following:

- The merger may only be registered pursuant to Sec. 17 (2) no. 4 UmwG if it has been filed with the commercial register within eight months of the effective date of the absorbed company's balance sheet to be submitted upon registration.
- The merger will only become effective pursuant to Secs. 19, 53 UmwG after recordal of the merger into the commercial register of the absorbed legal entity and recordal of the merger in the commercial register of the absorbing company.
- Should the absorbed legal entity own real estate, the merger is subject to real estate transfer tax.

- Security must be provided to creditors of both legal entities upon notification and substantiation of their claim under Sec. 22 UmwG.
- The notary has not provided tax advice. He recommended consulting with an attorney or tax advisor about the tax implications of the present document.

Sec. 8
Joint shareholder meeting,
Merger resolutions of approval

Revell Holding GmbH, as the sole shareholder, as well as Blitz 18-313 GmbH and Revell GmbH, declare on record that, waiving all forms and deadlines for convening and holding shareholder meetings, it will hold a plenary shareholders meeting for the two above-cited companies and resolve the following:

1. Approval of the merger agreement between Blitz 18-313 GmbH as absorbed legal entity and Revell GmbH as absorbing company pursuant to section A of the present document.
2. Explicitly waive legal action against the effectiveness of the above resolutions, in particular contestation, Preparation of a merger report and a merger audit together with an audit report under Sec. 8 (3), Sec. 9 (3) und Sec.12 (3) UmwG, as well as a cash compensation offer, is additionally waived.
3. Attestation of the absorbed legal entity not having a works council.
4. As a precautionary measure, again explicitly exempt the acting persons of the companies involved in the merger agreement from the restrictions of Sec. 181 BGB for the purposes of concluding the merger agreement.

C
Further provisions

Sec. 1
Costs, copies

The absorbing company shall bear the cost of the present document and its execution.

Receipt of the present document shall be as follows:

- Blitz 18-313 GmbH, one certified copy,
- Revell GmbH, one certified copy,
- Revell Holding GmbH, one certified copy,
- Munich District Court (Registry Court), one electronically certified copy,
- Bad Oeynhausen District Court (Registry Court), one electronically certified copy,
- Munich Tax Office (Corporate Tax Office), one certified copy,
- Bünde Tax Office (Corporate Tax Office), one certified copy.

Sec. 2
Power of attorney

All involved parties hereby authorize Ms. Rita Artner and Ms. Renate Moosbauer, both notary employees at the notary offices of Dr. Steiner/Dr. Fronhöfer in Munich, each individually and exempt from the restrictions of Sec. 181 BGB, to consent to and respectively enact changes and addenda to the present document and register them with the commercial register on their behalf.

Read aloud by the notary,
approved by the involved parties
and personally signed.

{ signatures & stamp }

Document Register No. S 790 /2018

Shareholder list

Revell GmbH registered in Bünde

Serial No.	Shareholder	Nominal value	Percentage share	Percentage share, totaled
2 to 2,125,001	Revell Holding GmbH, Gabriel-von-Seidl-Str. 18a, 82031Grünwald, Munich District Court HRB 239619	2,125,000 x EUR 1.00	2,125,000 x 0.000047059 % (rounded)	100.000000000 %
Totals		2,125,000 EUR	100.000000000 %	100.000000000 %

Reporting date: 6/15/2018

The above list contains the changes ensuing on the basis of the 6/15/2018 instrument from Dr. Dirk Steiner in Munich, document register no. S 789/2018, and otherwise corresponds to the entries in the list most recently recorded in the commercial register.

Munich, June 15, 2018

{ signature & stamp }

Dr. Dirk Steiner, Notary

Document Register No. **S 2719 /2018**
 yp / 27174

Certified shareholder list

Munich District Court

Reg. No. HRB 238375

Company: Blitz 18-313 GmbH

Seat: Grünwald, district of Munich, domestic business address: Gabriel-von-Seidl-Straße 18 a, 82931 Grünwald

Share from serial no.	to serial no.	Total number of shares	Nominal share value in Euro	Total amount of shares in Euro	Changes	Shareholder	Respective share capital participation from nominal value of share listed in this line in percent	Total extent of share capital participation in percent
1	25,000	25,000	1.00	25,000	Name change with 4/18/2018 general meeting by notary Dr. Bernhard Schaub	Revell Holding GmbH registered in Grünwald, district of Munich, recorded in commercial register of the Munich District Court under Registration No. HRB 239619, business address: Gabriel-von-Seidl-Straße 18 a, 82031 Grünwald	0.004	100

Munich, 5/15/2018

{ signature & stamp }

Dr. Bernhard Schaub

Notary, Munich

Power of attorney

I. Preface

The Principal is Revell GmbH, Bünde, entered into the commercial register of the Bad Oeynhausen District Court under HRA 10158, represented by Mr. Stefan Krings in his function as managing director of the company with sole power of representation ("**Principal**").

The Principal intends to notarize

- (i) a merger agreement on the merger of Blitz 18-313 GmbH, Grünwald, entered into the commercial register of the Munich District Court under HRB 238375 with the Principal, Revell GmbH, Bünde, entered into the commercial register of the Bad Oeynhausen District Court under HRA 10158

(the legal transactions referred to in this paragraph are hereinafter collectively referred to as the "**Transaction**").

II. Appointment of proxy

The Principal hereby grants

Mr. Tilman Richter, business address at Ludwigstraße 10, 80539 Munich
and
Mr. Christian Vonier, business address at Ludwigstraße 10, 80539 Munich,
(jointly the "**Agents**," each individually an "**Agent**")

full representative power of attorney in all legal transactions, declarations and other actions in conjunction with the Transaction. Each Agent has individual sole power of representation and is authorized to undertake all legal transactions, declarations and other actions which, in their own assessment, are beneficial or conducive to the Transaction.

The Agents are in particular (albeit without limitation thereto) authorized to represent the Principal in the following legal transactions, declarations and other actions:

1. Submission and acceptance of consent, waiver and acknowledgment declarations in the context of the Transaction;
2. Submission and acceptance of declarations and execution of all other measures vis-à-vis authorities, courts (in particular the registry court), notaries and other third parties involved in the Transaction as, in particular, but not limited to, representatives of Principal's managing director.

Each Agent is exempt, to the extent permitted by law, from the restrictions of Sec. 181, second alternative, BGB. They are authorized to grant and revoke delegated power of attorney in the scope of said authority.

In case of doubt, the present power of attorney is to be interpreted broadly in order to fulfill the purpose of its granting. Each Agent is authorized to effect the above-cited legal transactions and measures under terms and conditions at their discretion. The power of attorney may be invoked repeatedly.

III. Miscellaneous provisions

The Agents are exempt – to the extent permitted by law – from any personal liability and Principal hereby releases each Agent from all claims, costs and damages arising as a result of exercising the present power of attorney.

Should individual provisions of the present power of attorney be or become partially or wholly ineffective or unenforceable, this shall not affect the effectiveness or enforceability of the remaining provisions.

This power of attorney expires upon revocation to the Agents but in any event automatically expires after September 30, 2018.

The power of attorney is subject to German substantive law.

Bünde, August 14, 2018

Stefan Krings
as Managing Director of
Revell GmbH, Bünde

No. 310 of the 2018 Document Register

I hereby certify the above signature

of Mr. Stefan Krings,

DOB 11/6/1968,

residing at Friesenstraße 45, 41836 Hückelhoven

– personally known to me –

acting not in his own name but as the sole managing director authorized to represent Revell GmbH registered in Bünde, entered into the commercial register of the Bad Oeynhausen District Court under HRB 10158,

was made before me at the business premises of Revell GmbH,
Henschelstraße 20-30, 32257 Bünde

The question of prior involvement as defined by Sec. 3 (1) no. 7 of the Notarial Recording Act (BeurkG) was denied.

Bünde, August 14, 2018

{ stamp & signature }
Notary