

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/31/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nordt Linear Technologies, LLC		05/24/2016	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	John C. Nordt Co. Inc.
Street Address:	1420 Coulter Drive
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24012
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3131942	ACOUSTALLOY

CORRESPONDENCE DATA

Fax Number: 2089883912

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: 727 865 1865

Email: velliot@tampabay.rr.com

Correspondent Name: Victoria Elliot

Address Line 1: 132 Sands Point Drive

Address Line 4: Tierra Verde, FLORIDA 33715

NAME OF SUBMITTER:	Victoria Elliot
SIGNATURE:	/Victoria Elliot/
DATE SIGNED:	07/01/2016

Total Attachments: 12

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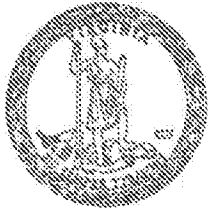
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Commonwealth of Virginia

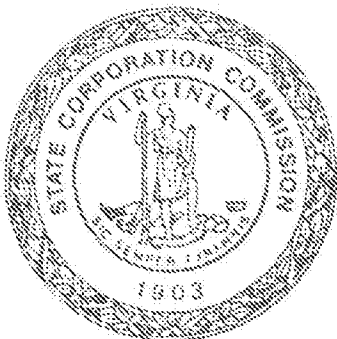


State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the articles of merger filed in the Clerk's Office of the Commission on May 25, 2016 by Nordt Linear Technologies, LLC effective as of May 31, 2016.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
June 17, 2016*

Joel H. Peck
Joel H. Peck, Clerk of the Commission

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, MAY 25, 2016

The State Corporation Commission finds the accompanying articles submitted on behalf of
NORDT CO. INC., JOHN C.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

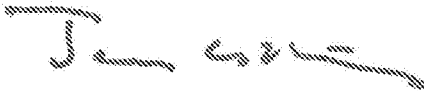
CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective May 31, 2016, at 11:59 PM. Each of the following:

- Mountain Metal Industries, LLC
- Nordt Linear Technologies, LLC
- John C. Nordt International LLC
- Prestige Wedding Bands LLC

is merged into NORDT CO. INC., JOHN C., which continues to exist under the laws of
VIRGINIA with the name NORDT CO. INC., JOHN C., and the separate existence of each non-
surviving entity ceases.

STATE CORPORATION COMMISSION

By 

James C. Dimitri
Commissioner

MERGAOPT
CIS0353
16-05-25-1120

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ARTICLES OF MERGER
OF

MOUNTAIN METAL INDUSTRIES, LLC, a Virginia Limited Liability Company,	5049492-4
AND	
NORDT LINEAR TECHNOLOGIES, LLC, a Virginia Limited Liability Company,	5070462-9
AND	
JOHN C. NORDT INTERNATIONAL LLC, a Virginia Limited Liability Company,	5103532-0
AND	
PRESTIGE WEDDING BANDS LLC, a Virginia Limited Liability Company,	5289507-8
INTO	
JOHN C. NORDT CO. INC., a Virginia Stock Corporation	0343912-2

The undersigned, on behalf of the entities set forth below, pursuant to Title 13.1, Chapter 9, Articles 12 and 13 of the Code of Virginia, 1950, as amended, and § 332 of the Internal Revenue Code of 1986, as amended, hereby execute the following articles of merger and set forth:

ARTICLE I

PLAN OF MERGER

(1) Names and States of Incorporation and Organization. The name and state of organization of each constituent limited liability company is as follows: Mountain Metal Industries, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, Nordt Linear Technologies, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, John C. Nordt International LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, and Prestige Wedding Bands LLC, a limited liability company organized under the laws of the Commonwealth of Virginia (the foregoing companies being collectively referred to as the "Disappearing Companies"). The

(9/19/2015-1, 069236-00006-01)

name and state of incorporation of the constituent corporation is as follows: John C. Nordt Co. Inc., a corporation incorporated under the laws of the Commonwealth of Virginia ("Surviving Corporation"). The Disappearing Companies are wholly owned, direct subsidiaries of the Continuing Corporation.

(2) Name of Surviving Corporation. The name of the surviving corporation is John C. Nordt Co. Inc.

(3) Terms and Conditions of Merger. The terms and conditions of the proposed merger are as set forth in the Plan of Merger, dated as of May 24, 2016, attached hereto as Exhibit A (the "Plan of Merger").

ARTICLE II

ADOPTION OF PLAN OF MERGER

In accordance with Section 13.1-718, the Plan of Merger was unanimously adopted by the Surviving Corporation's Board of Directors and shareholders on May 24, 2016. The Plan of Merger was unanimously adopted by the members of each of the four (4) Disappearing Companies on May 24, 2016, 2016, in accordance with Section 13.1-1071 of the Virginia Limited Liability Company Act.

ARTICLE III

EFFECTIVE TIME

The Articles of Merger shall become effective on May 31, 2016, at 11:59 p.m. Eastern Standard Time.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, each of the companies have caused these Articles of Merger to be executed as of this 24th day of May, 2016.

JOHN C. NORDT CO. INC.

By: [Signature]
Name: Robert O. Nordt, Sr.
Title: President

MOUNTAIN METAL INDUSTRIES, LLC

By: [Signature]
Name: Robert O. Nordt, Sr.
Title: Manager

NORDT LINEAR TECHNOLOGIES, LLC

By: [Signature]
Name: Paul W. Nordt, III
Title: Manager

JOHN C. NORDT INTERNATIONAL LLC

By: [Signature]
Name: Paul W. Nordt, III
Title: Manager

PRESTIGE WEDDING BANDS LLC

By: [Signature]
Name: Paul W. Nordt, III
Title: Manager

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER
OF
MOUNTAIN METAL INDUSTRIES, LLC,
a Virginia Limited Liability Company,
AND
NORDT LINEAR TECHNOLOGIES, LLC,
a Virginia Limited Liability Company,
AND
JOHN C. NORDT INTERNATIONAL LLC,
a Virginia Limited Liability Company,
AND
PRESTIGE WEDDING BANDS LLC,
a Virginia Limited Liability Company,
INTO
JOHN C. NORDT CO. INC.,
a Virginia Stock Corporation

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of the 24th day of May, 2016, by and among Mountain Metal Industries, LLC, Nordt Linear Technologies, LLC, John C. Nordt International LLC, Prestige Wedding Bands LLC, all four (4) being Virginia limited liability companies (hereinafter collectively referred to as the "Disappearing Companies"), and John C. Nordt Co. Inc., a Virginia stock corporation (hereinafter referred to as the "Continuing Company") (the Disappearing Companies and Continuing Company being hereinafter sometimes collectively referred to as the "Constituent Companies"):

WITNESSETH:

WHEREAS, the Disappearing Companies are wholly owned, direct subsidiaries of the Continuing Company;

WHEREAS, the Continuing Company, as the parent company of each of the Disappearing Companies, has decided that the Disappearing Companies shall collectively be merged into the Continuing Company; and

WHEREAS, the Board of Directors of the Continuing Company deems it advisable and in the best interests of the Constituent Companies that the Disappearing Companies merge into the Continuing Company pursuant to this Agreement, and the Constituent Companies respectively desire to merge pursuant to this Agreement and pursuant to Section 13.1-716 of the Virginia Stock Corporation Act and Section 13.1-1070 of the Virginia Limited Liability Company Act.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree, in accordance with Section 13.1-716 of the Virginia Stock Corporation Act and Section 13.1-1070 of the Virginia Limited Liability Company Act, that the Disappearing Companies shall all be merged into the Continuing Company, and the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") that the parties covenant to observe, keep, and perform in carrying the same into effect are and shall be as hereinafter set forth:

ARTICLE 1.

EFFECTIVE TIME OF THE MERGER

The effective time and date of the Merger shall be 11:59 p.m. Eastern Standard Time on May 31, 2016 (the "Effective Time"). At the Effective Time, the Disappearing Companies shall be merged with and into the Continuing Company, and the separate existence of each Disappearing Company shall thereupon cease. The surviving corporation shall be a stock corporation, and the name of the surviving corporation shall continue to be John C. Nordt Co. Inc.

ARTICLE 2.**ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation of John C. Nordt Co. Inc. at the Effective Time shall continue to be the Articles of Incorporation of the Continuing Company without change or amendment, unless and until the same shall be altered or amended in accordance with the provisions thereof and applicable law. The Bylaws of John C. Nordt Co. Inc. in effect at the Effective Time, shall continue to be the Bylaws of the Continuing Company without change or amendment, unless and until further amended in accordance with the provisions thereof and applicable law.

ARTICLE 3.**DIRECTORS**

The directors of John C. Nordt Co. Inc. immediately prior to the Effective Time, shall, after the Effective Time, continue as directors of the Continuing Company.

ARTICLE 4.**OFFICERS**

The officers of John C. Nordt Co. Inc. immediately prior to the Effective Time, shall, after the Effective Time, continue as officers of the Continuing Company.

ARTICLE 5.**EFFECT OF THE MERGER**

At the Effective Time the Continuing Company shall succeed to possess and enjoy, without other transfer, all of the rights, privileges, immunities, powers and franchises, both of a public and private nature, and be subject to all of the restrictions, disabilities, and duties, of each of the Constituent Companies, and all of the rights, privileges, immunities, powers, and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and

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all debts due to any of said Constituent Companies on whatever account, shall be vested in the Continuing Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Continuing Company as they were of the respective Constituent Companies, and the title to any real estate vested by deed or otherwise in any of said Constituent Companies shall not revert nor be in any way impaired by reason of the Merger; provided, however, that all of the rights of creditors and all liens upon any property of any of the said Constituent Companies shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time, and all debts, liabilities, and duties of said Constituent Companies, respectively, shall thenceforth be attached to the Continuing Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Continuing Company. The parties agree that the Merger provided for herein is intended to be a tax free merger under the provisions of Section 332 of the Internal Revenue Code and under the laws of the Commonwealth of Virginia. John C. Nordt Co. Inc. as the parent company of each Disappearing Company waives its right to be mailed a copy of this Agreement.

ARTICLE 6.

STOCK OWNERSHIP

As of the Effective Time, all units of each Disappearing Company outstanding at the Effective Time shall be surrendered and cancelled without any conversion thereof and no payment or distribution shall be made with respect thereto. The shares of stock of the Continuing Company outstanding at the Effective Time shall remain unchanged by reason of the merger.

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ARTICLE 7.

FURTHER ASSURANCES

From time to time, as and when required by the Continuing Company or its successors and assigns, there shall be executed and delivered on behalf of a Disappearing Company such deeds and other instruments, and there shall be taken and caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Continuing Company, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authorities of a Disappearing Company, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Continuing Company are fully authorized in the name of and on behalf of a Disappearing Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE 8.

TERMINATION AND ABANDONMENT

At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of John C. Nordt Co. Inc. Upon any such termination and abandonment, none of the Constituent Companies shall have any liability or obligation to the others.

ARTICLE 9.

MISCELLANEOUS

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

{SIGNATURE PAGE TO FOLLOW}

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IN WITNESS WHEREOF, this Agreement has been signed by a duly authorized representative of each of the Constituent Companies as of the day and year first above written.

JOHN C. NORDT CO. INC.

By: [Signature]
Name: Robert O. Nordt, Sr.
Title: President

MOUNTAIN METAL INDUSTRIES, LLC

By: [Signature]
Name: Robert O. Nordt, Sr.
Title: Manager

NORDT LINEAR TECHNOLOGIES, LLC

By: [Signature]
Name: Paul W. Nordt, III
Title: Manager

JOHN C. NORDT INTERNATIONAL LLC

By: [Signature]
Name: Paul W. Nordt, III
Title: Manager

PRESTIGE WEDDING BANDS LLC

By: [Signature]
Name: Paul W. Nordt, III
Title: Manager