

TRADEMARK ASSIGNMENT COVER SHEET

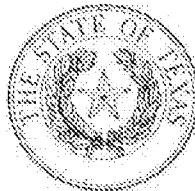
Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510170

| | | | |
|---|----------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 12/31/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Schroeder Industries, Inc. | | 12/28/2018 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Taprite-Fassco Mfg., Inc. | | |
| Street Address: | 3248 Northwestern Drive | | |
| City: | San Antonio | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78238 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3763537 | SCHROEDER AMERICA | |
| Registration Number: | 3740299 | ICON | |
| Registration Number: | 3755012 | MAGNUM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142000853 | | |
| <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: | 210-978-7404 | | |
| Email: | lori.lapidario@haynesboone.com | | |
| Correspondent Name: | HAYNES AND BOONE, LLP IP Section | | |
| Address Line 1: | 2323 Victory Avenue, Suite 700 | | |
| Address Line 4: | Dallas, TEXAS 75219 | | |
| ATTORNEY DOCKET NUMBER: | 52254.9 | | |
| NAME OF SUBMITTER: | William Nash | | |
| SIGNATURE: | /William Nash/ | | |
| DATE SIGNED: | 02/14/2019 | | |
| Total Attachments: 10 | | | |
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Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

Schroeder Industries, Inc.
Domestic For-Profit Corporation
[File Number: 800679065]

Into

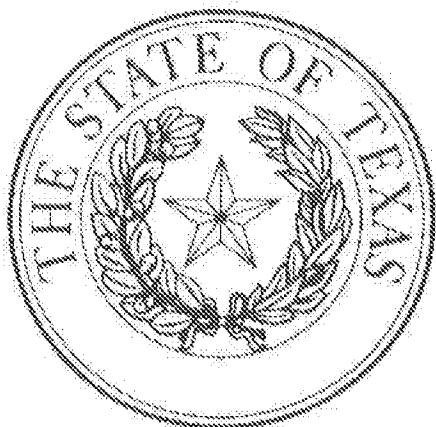
TAPRITE-FASSCO MFG., INC.
Domestic For-Profit Corporation
[File Number: 121446300]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 12/31/2018

Effective: 12/31/2018 11:59 pm



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Form 623
 (Revised 12/15)
 Return in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512 463-5709
 Filing Fee: see instructions



This space reserved for office use.

FILED
 In the Office of the
 Secretary of State of Texas
DEC 31 2018

**Parent-Subsidiary
 Certificate of Merger
 Business Organizations Code**

Corporations Section

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, and state of incorporation or organization, and file number, if any, issued by the secretary of state for the parent and subsidiary organization(s) are as follows:

Parent

Taprite-Fassco Mfg., Inc.

Name of Organization

The organization is a for-profit corporation It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

TX USA The file number, if any, is 121446300
State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

Subsidiary 1

Schroeder Industries, Inc.

Name of Organization

The organization is a for-profit corporation It is organized under the laws of:
Specify organizational form (e.g., for-profit corporation)

TX USA The file number, if any, is 800679065
State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:

| Number of ownership interests outstanding | Class | Series | Number owned by parent | Percentage Owned |
|---|--------|--------|------------------------|------------------|
| 1,000 | common | | 1,000 | 100% |

The organization will survive the merger. The organization will not survive the merger.

Subsidiary 2

Name of Organization

The organization is a: _____ It is organized under the laws of:
Specify organizational form (e.g., for-profit corporation)

The file number, if any, is: _____
State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:

Number of ownership interests outstanding Class Series Number owned by parent Percentage Owned

The organization will survive the merger. The organization will not survive the merger.

Subsidiary 3

Name of Organization _____
The organization is a: _____ It is organized under the laws of: _____
Specify organizational form (e.g., for-profit corporation)

State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:

Number of ownership interests outstanding Class Series Number owned by parent Percentage Owned

The organization will survive the merger. The organization will not survive the merger.

Resolution of Merger

A copy of the resolution of merger is attached.

The attached resolution was adopted and approved by the governing authority of the parent organization as required by the laws of its jurisdiction of formation and by its governing documents.

The resolution was adopted by the parent organization on 12/28/2018
mm dd yyyy

Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the resolution of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

Name of New Organization Jurisdiction Entity Type (See instructions)

Principal Place of Business Address City State Zip Code

Name of New Organization 2 Jurisdiction Entity Type (See instructions)

Principal Place of Business Address City State Zip Code

Name of New Organization 3 Jurisdiction Entity Type (See instructions)

Principal Place of Business Address City State Zip

Effectiveness of Filing (Select either A, B, or C.)

A. [] This document becomes effective when the document is accepted and filed by the secretary of state.

B. [x] This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: 12/31/2018 Delayed Time: 90 days

C. [] This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

For event

[Empty box for event description]

Tax Certificate

[] Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.

[x] In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the parent organization, to execute the filing instrument.

Date: 12/28/2018

Tappite-Fascko Mfg, Inc.

Parent Organization Name

[Signature]

Signature of authorized person (see instructions)

David Lease

Printed or typed name of authorized person

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
TAPRITE-FASSCO MFG., INC.

December 28, 2018

The undersigned board of directors (the "*Board*") of Taprite-Fassco Mfg., Inc. (the "*Company*"), in accordance with Sections 10.006 and 21.415 of the Texas Business Organizations Code (the "*TBOC*"), hereby adopts the following written consent:

WHEREAS, the Company is contemplating a merger pursuant to that certain Agreement and Plan of Merger attached hereto as Exhibit A (the "*Merger Agreement*") by and between the Company and Schroeder Industries, Inc., its wholly-owned subsidiary (the "*Subsidiary*") which provides for, among other things, the merger of the Subsidiary with and into the Company, such that the Company will be the surviving entity (such transaction being referred to herein as the "*Merger*"); and

WHEREAS, the Board believes that such Merger is in the best interests of the Company and its sole shareholder; now, therefore, be it

RESOLVED, that, after careful consideration, the Board hereby confirms that the terms and conditions of the proposed Merger are in the best interests of the Company and its sole shareholder; and

RESOLVED FURTHER, that the Company is hereby authorized, directed and empowered to enter into and consummate the Merger, and the officers of the Company be, and each of them hereby is, authorized, directed and empowered to do all acts and things necessary or deemed by them to be desirable or appropriate to effectuate the Merger, and all actions taken by them prior hereto with such purpose are hereby ratified; and

RESOLVED FURTHER, that the form, terms and provisions of the Merger Agreement and the Certificate of Merger to be filed with the Secretary of State of Texas (the "*Certificate of Merger*"), each substantially in the form that has been delivered to the Board, are in all respects authorized and approved, with such changes as the officers of the Company, in their discretion, as evidenced by their execution thereof, deem appropriate and in the best interests of the Company; and

RESOLVED FURTHER, that the Merger Agreement provides, and the Board does hereby approve, that at the Effective Time (as that term is defined in the Merger Agreement) of the Merger, the Subsidiary shall be merged with and into the Company and the separate corporate existence of the Subsidiary shall cease to exist and the Company shall continue as the surviving corporation in the Merger with such properties, rights, powers, debts and liabilities as shall be vested in the surviving corporation in accordance with the applicable provisions of the TBOC; and

RESOLVED FURTHER, that the appropriate officers of the Company are hereby authorized and directed to execute the Merger Agreement and the Certificate of Merger and take all such action as such officers deem necessary or desirable to file the Certificate of Merger with the Secretary of State of the State of Texas and to cause the Certificate of Merger to become effective.

AGREEMENT AND PLAN OF MERGER

by and between

TAPRITE-FASSCO MFG., INC.

and

SCHROEDER INDUSTRIES, INC.

December 28, 2018

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is by and between Taprite-Fascco Mfg., Inc., a Texas corporation ("*Taprite*"), and Schroeder Industries, Inc., a Texas Corporation ("*Schroeder*").

RECITALS

WHEREAS, the board of directors of Taprite (the "*Board*") deems it advisable to effectuate a merger transaction provided for herein by which Schroeder, a wholly owned subsidiary of Taprite, will merge with and into Taprite (the "*Merger*"), with Taprite surviving the Merger, on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has duly approved and adopted this Agreement in accordance with Section 10.006 of the TBOC (as defined in Section 1.1 below); and

WHEREAS, Taprite owns all of the shares of Schroeder,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE I
THE MERGER

1.1. The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the Texas Business Organizations Code (the "*TBOC*"), at the Effective Time (as defined in Section 1.2 below), Schroeder shall be merged with and into Taprite. As a result of the Merger, the separate existence of Schroeder shall cease, and Taprite shall continue as the surviving entity (the "*Surviving Entity*") of the Merger.

1.2. Articles and Certificate of Merger; Effective Time. The parties hereto shall cause the certificate of merger to be executed, acknowledged, and filed, as required, with the Texas Secretary of State in accordance with the TBOC and shall thereafter take any further action as may be necessary or appropriate to consummate the Merger. The Merger shall become effective at 11:59 p.m. on December 31, 2018 (the "*Effective Time*").

1.3. Effect of the Merger. The Merger shall have the effects set forth in the applicable provisions of the TBOC. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the Surviving Entity shall (a) possess and be vested with all properties, assets, rights, titles, interests, privileges, powers and franchises of each of Schroeder and Taprite, and (b) be subject to all liabilities, obligations and duties of Schroeder and Taprite, in each case without further action or deed.

1.4. Certificate of Formation; Bylaws. At the Effective Time, the certificate of formation and the bylaws of Taprite, as in effect immediately prior to the Effective Time, shall not be affected by the Merger and shall continue to be the certificate of formation and the bylaws of the Surviving Entity.

1.5. Directors and Officers. The directors and officers of Taprite immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Entity until their successors shall have been duly elected and qualified, or until otherwise provided by (a) law, (b) the certificate of formation of the Surviving Entity, or (c) the bylaws of the Surviving Entity.

1.6. Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any of the parties hereto or the holders of any of the following securities: (a) the equity interests of Taprite shall constitute the only equity interests of the Surviving Entity; (b) all issued shares of Schroeder, as of immediately prior to the Effective Time, whether or not outstanding ("*Schroeder Shares*") shall no longer be outstanding and shall, without further consideration, automatically be canceled and extinguished; and (c) the holders of certificates previously evidencing Schroeder Shares, if any, outstanding immediately prior to the Effective Time shall cease to have any rights with respect thereto (including, without limitation, any rights to vote or to receive dividends and distributions in respect of such Schroeder Shares).

1.7. Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time, notwithstanding approval hereof in accordance with the applicable provisions of the TBOC. In the event of the termination of this Agreement pursuant to this Section 1.7, this Agreement shall immediately become void and have no effect, without any liability on the part of any party hereto or its managers, directors, officers or members.

ARTICLE II MISCELLANEOUS

2.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

2.2. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original

Agreement for all purposes. Signatures of the parties hereto transmitted by electronic transmission shall be deemed to be their original signatures for any purpose whatsoever.

2.3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

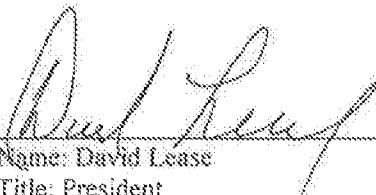
* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first written above, and to be effective as of the Effective Time.

TAPRITE-PASSCO MFG., INC.

By: 
Name: David Lease
Title: President

SCHROEDER INDUSTRIES, INC.

By: 
Name: David Lease
Title: President

Signature Page to Agreement and Plan of Merger