

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	01/03/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shupeco, LLC		12/30/2022	Limited Liability Company: KENTUCKY
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
APEL INTERNATIONAL LLC	12/30/2022	Limited Liability Company: KENTUCKY	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	APEL INTERNATIONAL LLC		
Street Address:	5500 Wayzata Boulevard		
Internal Address:	Suite 900		
City:	Golden Valley		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5500358	DUCK'S BACK	
Registration Number:	5203184	SILVER SHIELD	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	513-929-3413		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	John Mueller		
Address Line 1:	312 Walnut Street, Suite 3200		
Address Line 2:	BakerHostetler		
Address Line 4:	Cincinnati, OHIO 45202-4074		
ATTORNEY DOCKET NUMBER:	114997.21510/21511		

CH \$65.00 5500358

NAME OF SUBMITTER:	John Mueller
SIGNATURE:	/John Mueller/
DATE SIGNED:	03/15/2023
Total Attachments: 7 source=MergerAgmt#page1.tif source=MergerAgmt#page2.tif source=18._Agreement_and_Plan_of_Merger_(Shupeco_Filter-Medic_and_TVS_into_APEL).docx#page1.tif source=18._Agreement_and_Plan_of_Merger_(Shupeco_Filter-Medic_and_TVS_into_APEL).docx#page2.tif source=18._Agreement_and_Plan_of_Merger_(Shupeco_Filter-Medic_and_TVS_into_APEL).docx#page3.tif source=18._Agreement_and_Plan_of_Merger_(Shupeco_Filter-Medic_and_TVS_into_APEL).docx#page4.tif source=18._Agreement_and_Plan_of_Merger_(Shupeco_Filter-Medic_and_TVS_into_APEL).docx#page5.tif	

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Michael G. Adams
Kentucky Secretary of State
Received and Filed:
1/3/2023 4:11 PM
Fee Receipt: \$50.00

ARTICLES OF MERGER
MERGING
SHUPECO, LLC,
TVS FILTERS ACQUISITION, LLC, AND
FILTER-MEDIC, LLC,
WITH AND INTO
APEL INTERNATIONAL LLC


Pursuant to Section 275.360 of the Kentucky Revised Statutes, the undersigned limited liability companies executed the following Articles of Merger:

1. The name of each constituent company is as follows:


APEL International LLC, a Kentucky limited liability company;
Shupeco, LLC, a Kentucky limited liability company;
TVS Filters Acquisition, LLC, a Delaware limited liability company; and
Filter-Medic, LLC, a Kentucky limited liability company.
2. The Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent companies.
3. The name of the surviving company is APEL International LLC, a Kentucky limited liability company.
4. The Articles of Organization of the surviving company, as in effect immediately prior to the effective time of the merger, shall be the Articles of Organization of the surviving company.
5. The merger is to become effective on January 3, 2023 at 11:00 a.m. CT.
6. The Plan of Merger is on file at 5500 Wayzata Blvd., Suite 900, Golden Valley, MN 55416, the place of business of the surviving company.
7. A copy of the Plan of Merger will be furnished by the surviving company on request, without cost, to any member of the constituent companies.

IN WITNESS WHEREOF, the constituent companies have caused these Articles of Merger to be signed by their authorized officers, the 30th of December, 2022.


APEL INTERNATIONAL LLC

By: 
Name: Lance Bonner
Title: Secretary

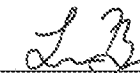
SHUPECO, LLC

By: 
Name: Lance Bonner
Title: Secretary

TVS FILTERS ACQUISITION, LLC

By: 
Name: Lance Bonner
Title: Secretary

FILTER-MEDIC, LLC

By: 
Name: Lance Bonner
Title: Secretary

**AGREEMENT AND PLAN OF MERGER
OF
SHUPECO, LLC,
TVS FILTERS ACQUISITION, LLC,
FILTER-MEDIC, LLC
AND
APEL INTERNATIONAL LLC**

This Agreement and Plan of Merger (this “**Agreement**”), dated December 30, 2022, is by and between Shupeco, LLC, a Kentucky limited liability company (“**Shupeco**”), TVS Filters Acquisition, LLC, a Delaware limited liability company (“**TVS**”), Filter-Medic, LLC, a Kentucky limited liability company (“**Filter-Medic**” and together with Shupeco and TVS, the “**Merging Companies**” and each a “**Merging Company**”), and APEL International LLC, a Kentucky limited liability company (“**Surviving Company**”).

WHEREAS, Pleatco Intermediate Holdings, LLC, a Delaware limited liability company (“**Pleatco**”), is the owner of all of the issued and outstanding membership interests of Surviving Company;

WHEREAS, Surviving Company is the owner of all of the issued and outstanding membership interests of each Merging Company;

WHEREAS, the sole member of each Merging Company and the sole member of Surviving Company have each 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 companies and their sole members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Companies, in accordance with the Kentucky Revised Statutes (the “**KRS**”) and the Delaware Limited Liability Company Act (the “**DE LLCA**”), will merge with and into Surviving Company, with Surviving Company as the surviving entity (the “**Merger**”).

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 Sections 275.345 to 275.365 of the KRS and Section 18-209 of the DE LLCA, each Merging Company shall be merged with and into Surviving Company at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of each Merging Company shall cease, and Surviving Company shall continue as the surviving entity. The effects and consequences of the Merger shall be as set forth in this Agreement, the KRS and the DE LLCA.

2. Effective Time.

a. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) articles of merger (the “**Articles of Merger**”) complying with Section 275.360 of the KRS with the Secretary of State of the State of Kentucky with respect to the Merger and (ii) a certificate of merger (the “**Certificate of Merger**”) complying with Section 18-209 of the DE LLCA with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective at 11:00 a.m. CT on December 31, 2022 (the “**Effective Time**”).

b. The Merger shall have the effects set forth in the KRS and DE LLCA. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities and powers of each Merging Company shall vest in Surviving Company, as the surviving entity, and (ii) all debts, liabilities, obligations and duties of each Merging Company shall become the debts, liabilities, obligations and duties of Surviving Company, as the surviving entity.

3. Officers. The duly qualified and acting officers of Surviving Company, immediately prior to the Effective Time, shall be the officers of the Surviving Company 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 Organization and the Amended and Restated Operating Agreement (the “**Operating Agreement**”) of Surviving Company or as otherwise provided by the KRS.

4. Articles of Organization of the Surviving Company. The Articles of Organization and the Operating Agreement of Surviving Company shall remain in effect unaltered as the Articles of Organization and the Operating Agreement of the surviving entity.

5. Disposition of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Surviving Company or any of the Merging Companies or their members, all issued and outstanding membership interests of each Merging Company and all rights in respect thereof, shall be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor. For the avoidance of doubt, prior to the Merger and after the Effective Time, Pleatco shall be the holder of all of the issued and outstanding membership interests in Surviving Company.

6. Record of Agreement. An executed copy of this Agreement and Plan of Merger shall be kept on file at the corporate office of Surviving Company, 5500 Wayzata Blvd., Suite 900, Golden Valley, MN 55416, and shall be made available on request to any member of Surviving Company or any of the Merging Companies.

7. Submission to Service of Process. The Surviving Company agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent company, as well as the enforcement of any obligation of the Surviving Company arising from the Merger and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a

copy of any such process to the surviving corporation at 5500 Wayzata Blvd., Suite 900, Golden Valley, MN 55416.

8. Entire Agreement. This Agreement together with the Certificate of Merger and 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

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


15. 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.


[SIGNATURE PAGE FOLLOWS]

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


APEL INTERNATIONAL LLC

By: 
Name: Lance Bonner
Title: Secretary


SHUPECO, LLC

By: 
Name: Lance Bonner
Title: Secretary

TVS FILTERS ACQUISITION, LLC

By: 
Name: Lance Bonner
Title: Secretary

FILTER-MEDIC, LLC

By: 
Name: Lance Bonner
Title: Secretary