

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3786862

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	02/13/2009	
CONVEYING PARTY DATA		
	Name	Execution Date
	ATC LEASING COMPANY LLC	01/27/2009
RECEIVING PARTY DATA		
Name:	ATC TRANSPORTATION, INC.	
Street Address:	8040 EXCELSIOR DRIVE	
Internal Address:	SUITE 400	
City:	MADISON	
State/Country:	WISCONSIN	
Postal Code:	53717	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12003641	
CORRESPONDENCE DATA		
Fax Number:	(414)298-8097	
<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:	414-298-1000	
Email:	ipadmin@reinhardtllaw.com	
Correspondent Name:	REINHART BOERNER VAN DEUREN S.C.	
Address Line 1:	1000 NORTH WATER STREET, SUITE 1700	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	013267-0123	
NAME OF SUBMITTER:	MICHALA EBERLEIN	
SIGNATURE:	/Michala Eberlein/	
DATE SIGNED:	03/16/2016	
Total Attachments: 7		
source=Merger ATC Leasing Company LLC to ATC Transportation, Inc#page1.tif		
source=Merger ATC Leasing Company LLC to ATC Transportation, Inc#page2.tif		
source=Merger ATC Leasing Company LLC to ATC Transportation, Inc#page3.tif		
source=Merger ATC Leasing Company LLC to ATC Transportation, Inc#page4.tif		

source=Merger ATC Leasing Company LLC to ATC Transportation, Inc#page5.tif
source=Merger ATC Leasing Company LLC to ATC Transportation, Inc#page6.tif
source=Merger ATC Leasing Company LLC to ATC Transportation, Inc#page7.tif

FEB 12 2009

WISCONSIN
DFISec. 179.77,
180.1105,
181.1105, and
183.1204 Wis. Stats.State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services

ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name: ATC Leasing Company LLC		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>KY</u> (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

☒ Yes ☐ No

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of _____ (state or country)

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

☐ Yes ☐ No

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate.

2. Surviving Entity:

Company Name: ATC Transportation, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>WI</u> (state or country)

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.

FILING FEE - \$150.00

DFI/CORP/2000(R12/06)

1

PATENT

REEL: 038003 FRAME: 0795

3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

☐ The surviving entity is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

☒ The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

☐ The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

☒ The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against
Common Stock	1000	1000	1000	0

(Append or attach the **PLAN OF MERGER**, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on _____ (date) at _____ (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on 1/27/09 (date)
by the surviving entity on behalf of all parties to the merger.

Mark (X) below the title of the person executing the document.

For a **limited partnership**
Title: ☐ General Partner

For a **limited liability company**
Title: ☐ Member OR ☐ Manager


(Signature)

William Nye

(Printed Name)

For a **corporation**

Title: ☒ President OR ☐ Secretary
or other officer title _____

STATE OF WISCONSIN
FILED

FEB 13 2009

DEPARTMENT OF
FINANCIAL INSTITUTIONS

This document was drafted by: Jesse A. Capelle

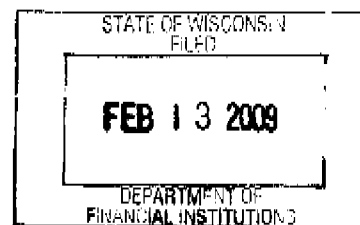
(Name the individual who drafted the document)

DFI/CORP/2000(R12/06)

2

PATENT

REEL: 038003 FRAME: 0796



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of January 27, 2009, is between ATC LEASING COMPANY LLC, a member-managed Kentucky limited liability company ("ATC"), and ATC TRANSPORTATION, INC., a Wisconsin corporation ("WI CORP").

RECITALS

A. ATC is the non-surviving business entity. WI CORP is the surviving business entity. ATC and WI CORP are referred to herein as the "Constituent Companies".

B. The sole member of ATC and the sole director of WI CORP deem it advisable for the mutual benefit of the Constituent Companies and their respective sole member and sole shareholder that ATC be merged into WI CORP under and pursuant to the Wisconsin Business Corporation Law ("WBCL") and the Kentucky Limited Liability Company Act ("KLLCA") (WBCL and KLLCA are referred to herein collectively as the "Business Entity Laws").

C. The sole member of ATC and the sole director and the sole shareholder of WI CORP have approved the merger of ATC with and into WI CORP under the terms and conditions set forth below.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

ARTICLE I THE MERGER

At the Effective Time (as defined below), upon the terms and subject to the conditions of this Agreement, and in accordance with the applicable Business Entity Laws, ATC shall be merged with and into WI CORP (the "Merger"). Following the Merger, WI CORP shall continue as the surviving business entity (the "Surviving Corporation"), and the separate existence of ATC shall cease.

ARTICLE II EFFECTIVE TIME

Subject to the terms and conditions set forth in this Agreement, Articles of Merger (the "Articles") shall be duly executed and acknowledged by ATC and WI CORP and thereafter delivered to (a) the Secretary of State of the Commonwealth of Kentucky

REINHART2569093

PATENT

REEL: 038003 FRAME: 0797

("KSOS") and (b) the Wisconsin Department of Financial Institutions ("WIDFI") for filing pursuant to the KLLCA and WBCL. The Merger shall become effective upon the date of filing (the "Effective Time").

ARTICLE III EFFECTS OF THE MERGER

The Merger shall have the effects set forth in the Business Entity Laws. Without limiting the generality of the foregoing, at the Effective Time all the properties, rights, privileges, powers and franchises of ATC and WI CORP shall vest in the Surviving Corporation and all debts, liabilities and duties of ATC and WI CORP shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE IV ARTICLES OF INCORPORATION AND BY-LAWS

Except as provided herein, the Articles of Incorporation of WI CORP in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

The By-Laws of WI CORP in effect at the Effective Time shall be the By-Laws of the Surviving Corporation until amended in accordance with the WBCL.

ARTICLE V DIRECTORS AND OFFICERS

A. The sole director of WI CORP at the Effective Time shall be the initial sole director of the Surviving Corporation, to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation until such sole director's successor is duly elected or appointed and qualified.

B. The officers of WI CORP at the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation until such officer's successor is duly elected or appointed and qualified.

ARTICLE VI CONVERSION OF SHARES

A. At the Effective Time, all of the membership interests of ATC (the "ATC Membership Interests") outstanding prior to the Effective Time shall, by virtue of the Merger and without any action on the part of ATC, WI CORP or the holder of the ATC Membership Interests, be converted into 1,000 issued and outstanding shares of WI CORP's \$.01 par value common stock (the "WI CORP Common Stock").

B. At the Effective Time, each share of WI CORP Common Stock held by JHT Holdings, Inc. immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of ATC, WI CORP or any holder thereof, be canceled, retired and cease to exist.

ARTICLE VII

EXCHANGE OF CERTIFICATES

A. At the Effective Time, the sole member of ATC and sole owner of the uncertificated ATC Membership Interests shall be considered to have surrendered its ATC Membership Interests and shall be entitled to receive a certificate for the WI CORP Common Stock.

B. The WI CORP Common Stock issued upon the surrender for exchange of the ATC Membership Interests shall be deemed to have been issued in full satisfaction of all rights pertaining to such ATC Membership Interests, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the ATC Membership Interests which were outstanding immediately prior to the Effective Time.

ARTICLE VIII

MISCELLANEOUS

A. This Agreement may not be modified, amended or supplemented except by mutual written agreement of ATC and WI CORP. Either party may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by a party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition.

B. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of this Agreement except by mutual, written consent of ATC and WI CORP.

C. The provisions contained in this Agreement are severable. If any provision of this Agreement is determined for any reason to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of the remaining provisions, and the rights and obligations of the parties shall be construed and enforced as though this Agreement did not contain such invalid, illegal or unenforceable provision.

D. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Section headings are solely for the convenience of the reader and are not intended for interpretation or construction of this Agreement.

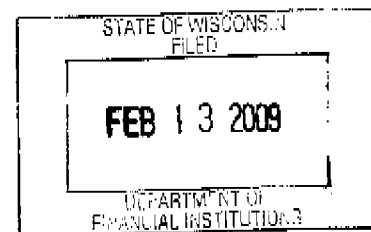
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first written above.

ATC LEASING COMPANY LLC

BY *Michael S. Testman*
Michael S. Testman, President

ATC TRANSPORTATION, INC.

BY *William J. Nye*
William Nye, President



Fee simple ownership interest ☐ Yes ☐ No (for DFI use only)
ARTICLES OF MERGER

Tanya R. Braga, Paralegal
 Reinhart Boerner Van Deuren s.c.
 1000 North Water Street, Suite 2100
 Milwaukee, WI 53202

L J

▲ Enter your return address within the bracket above.
 Phone number during the day: (414) 298 - 8354

INSTRUCTIONS (Ref. Sec. 179.77, 180.11045, 180.1105, 181.1105, and 183.1204, Wis. Stats. for document content)

Submit one original and one exact copy along with the required filing fee of \$150.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under sec. 179.14(1g)(c), 180.0103(16), 181.0103(23) or 183.0107(1g)(c).

Mailing Address: Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	Physical Address for Express Mail: Department of Financial Institutions Division of Corporate & Consumer Services 345 W. Washington Ave - 3 rd Fl. Madison WI 53703	Phone: 608-261-7977 FAX: 608-267-8813 TTY: 608-266-8818
--	--	---

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

1. Enter the company name, type of entity, and state of organization of each non-surviving party to the merger. Definitions of foreign entity types are set forth in ss. 179.01(4), 180.0103(9), 181.0103(13) and 183.0102(8), Wis. Stats. Select yes or no to indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate. See sec. 73.14 and 77.25, Wis. Stats., or contact the Wisconsin Department of Revenue at (608)296-1394 for questions regarding fee simple ownership interest and the filing requirements with that department.
2. Enter the company name, type of entity, and state of organization of the surviving entity.
3. Indicate whether or not the surviving entity is a Domestic or Foreign Corporation that is an indirect wholly owned subsidiary or parent. See sec. 180.11045(1)(b), Wis. Stats. for definition.
4. This Article states the manner in which the Plan of Merger was approved. If the surviving entity is a domestic or foreign nonstock corporation, complete the CONTINGENCY STATEMENT. Append or attach the Plan of Merger. A Plan of Merger template is available on pages 3 & 4. Its use is optional.
5. (Optional) If the merger is to take effect at a time other than the close of business on the day the articles of merger are delivered to the department for filing, state the effective date or date and time. An effective date may not be earlier than the date the document is delivered to the Department of Financial Institutions, nor a date more than 90 days after its delivery.
6. Enter the date of execution and the name and title of the person signing the document. If, for example, the surviving entity is a domestic limited liability company, the Articles of Merger would be signed by a Member or Manager of the limited liability company; if the surviving entity is a corporation, by an officer of the corporation, etc.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.