

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4059329

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	06/06/2016	
CONVEYING PARTY DATA		
	Name	Execution Date
	TEAL ELECTRONICS CORPORATION	06/03/2016
RECEIVING PARTY DATA		
Name:	MTE CORPORATION	
Street Address:	N83 W13330 LEON ROAD	
City:	MENOMONEE FALLS	
State/Country:	WISCONSIN	
Postal Code:	53051	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	6624997
	Patent Number:	6535369
CORRESPONDENCE DATA		
Fax Number:	(212)451-2222	
<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:	212-451-2300	
Email:	aprovencio@olshanlaw.com	
Correspondent Name:	MARY GRIECO - OLSHAN FROME WOLOSKY LLP	
Address Line 1:	1325 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10019	
NAME OF SUBMITTER:	MARY GRIECO	
SIGNATURE:	/MARY GRIECO/	
DATE SIGNED:	09/20/2016	
Total Attachments: 9		
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made and entered into this 3rd day of June, 2016, by and between MTE Corporation, a Wisconsin corporation ("MTE"), and Teal Electronics Corporation, a California corporation ("Teal").

WHEREAS, SL Delaware Holdings, Inc., a Delaware corporation (the "Sole Stockholder") currently owns all of the issued and outstanding shares of stock of both MTE and Teal;

WHEREAS, the respective boards of directors of MTE and Teal have unanimously (a) determined that this Merger Agreement and the transactions contemplated hereby, including the merger of Teal with and into MTE (the "Merger"), are in the best interests of MTE, Teal and Sole Stockholder, and (b) approved and declared advisable this Merger Agreement and the transactions contemplated hereby, including the Merger;

WHEREAS, MTE and Sole Stockholder have approved this Merger Agreement and the Merger by Joint Unanimous Written Consent of the MTE Board of Directors and Sole Stockholder; and

WHEREAS, Teal and Sole Stockholder have approved this Merger Agreement and the Merger by Joint Unanimous Written Consent of the Teal Board of Directors and Sole Stockholder.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, MTE and Teal hereby agree to merge in accordance with the following plan:

1. Merger.

(a) Merger. Upon the terms and subject to the conditions set forth in this Merger Agreement, and pursuant to the applicable provisions of the Wisconsin Business Corporation Law (the "WBCL") and the California Corporations Code (the "CA Code") pertaining to the merging of domestic and foreign corporations, Teal shall be merged with and into MTE at the Effective Time (defined below). MTE shall be the surviving corporation of the Merger (the "Surviving Corporation"), initially under the name "MTE Corporation," and shall continue its existence under the laws of the State of Wisconsin, and the separate corporate existence of Teal shall cease.

(b) Effective Time. The Merger shall be effective at such time the Articles of Merger (as defined below) are duly filed with the Secretary of State of the State of Wisconsin or at such subsequent date and time as Teal and MTE shall agree and specify in the Articles of Merger (such date and time at which the Merger becomes effective, the "Effective Time").

(c) Articles of Merger. Promptly after the execution and delivery of this Merger Agreement, the Articles of Merger, in the form attached hereto as Exhibit A (the "Articles of Merger"), shall be signed by an authorized officer of the Surviving Corporation and delivered for filing with the Secretary of State of the State of Wisconsin in accordance with the applicable provisions of the WBCL, and a certified file-stamped copy of the Articles of Merger shall be subsequently delivered for filing with the Secretary of State of the State of California in accordance with the applicable provisions of the CA Code.

2. Governing Documents. The articles of incorporation of MTE and the bylaws of MTE, each as previously amended and as in effect immediately prior to the Effective Time, shall be the articles of incorporation and bylaws of the Surviving Corporation immediately after the Effective Time and shall not be amended by the Merger, but thereafter may be amended from time to time in accordance with their terms and the laws of the State of Wisconsin.

3. Directors and Officers. The directors and officers of MTE immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their respective successors shall have been elected and qualified as provided in the bylaws of the Surviving Corporation and laws of the State of Wisconsin.

4. Effects of Merger: Rights and Liabilities of the Surviving Corporation.

(a) At the Effective Time the Merger shall have the effects specified in Section 180.1106 of the WBCL, including without limitation, the following: (i) the separate corporate existence of Teal shall cease; (ii) title to all property owned by Teal shall be vested in the Surviving Corporation without reversion or impairment; (iii) all liabilities (including all debts) of Teal shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if such liabilities and duties had been incurred or contracted by the Surviving Corporation; and (iv) all civil, criminal, administrative, or investigatory proceeding pending by or against Teal may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding for Teal. For purposes of clarification and not limitation of the foregoing, at the Effective Time the Surviving Corporation shall succeed to and possess, without further act or deed, all of the rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of Teal; all debts due to Teal of whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of Teal shall be the property of the Surviving Corporation as they were of Teal; the title to any real estate vested by deed or otherwise in Teal shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; and all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time.

(b) MTE will be treated as the same taxpayer and employer as Teal for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, and the withholding of income tax at the source under the Internal Revenue Code. Employees of MTE as the Surviving Corporation in the Merger shall receive one Form W-2 showing as one total the wages paid in the year of the merger by one or both corporations.

5. Further Assurances. From time to time, as and when required by the Surviving Corporation, there shall be executed and delivered on behalf of Teal such deeds and other instruments, and there shall be taken or caused to be taken by each of them all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Teal and otherwise to carry out the purposes of this Merger Agreement, and the officers of the Surviving Corporation are fully authorized, empowered and directed in the name and on behalf of Teal or otherwise to take any and all such action and to make, execute, deliver, file and/or record any and all such deeds and other instruments, papers and documents.

6. Effect on Teal Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of MTE, Teal or any holder of Teal stock, (a) all shares of Teal stock issued and outstanding immediately prior to the Effective Time shall be surrendered and extinguished and the certificates representing such shares shall be cancelled and retired and (b) all rights in respect to Teal stock shall cease to exist without any conversion of Teal stock and without payment of any consideration therefor.

7. Effect on MTE Stock. The issued and outstanding shares of MTE Stock shall not be affected by the Merger and shall continue to be outstanding at and after the Effective Time without any change and shall continue as the shares of capital stock of the Surviving Corporation. The Merger shall have no effect on the interests of Sole Stockholder.

8. Binding Effect; Assignment. This Merger Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Merger Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by either of the parties hereto without the prior written consent of the other party. Any transfer or assignment of any of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

9. Waiver; Consent; Amendments. This Merger Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by each of the parties hereto, and no waiver of any of the provisions or conditions of this Merger Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto. Except to the extent that a party hereto may have otherwise agreed to in writing, no waiver by that party of any condition of this Merger Agreement or breach by any other party of any of its obligations, representations or warranties hereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation or warranty by such other party, nor shall any forbearance by the first party to seek a remedy for any noncompliance or breach by such other party be deemed to be a waiver by the first party of its rights and remedies with respect to such noncompliance or breach.

10. No Third-Party Beneficiaries. This Merger Agreement is for the sole benefit of the parties to this Merger Agreement and nothing in this Merger Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Merger Agreement.

11. Termination. This Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, or such earlier time as may be prescribed by law, by mutual written consent of Teal and MTE by action of their respective Boards of Directors. If this Merger Agreement is terminated pursuant to this Section 11, this Merger Agreement shall become void and of no effect with no liability on the part of any party hereto.

12. Governing Law; Consent to Jurisdiction. This Merger Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Wisconsin, without regard to the principles of conflicts of laws thereof.

13. Captions. The Section headings of this Merger Agreement are inserted for convenience only and shall not constitute a part of this Merger Agreement in construing or interpreting any provision hereof.

14. Entire Agreement. This Merger Agreement and the documents referred to herein embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter.

15. Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to the authority granted by their respective stockholders and board of directors, have caused this Merger Agreement to be executed by an authorized officer as of the date first above written.

SURVIVING CORPORATION:

MTE CORPORATION,
a Wisconsin corporation

By: *Louis J. Belardi*
Name: Louis J. Belardi
Title: Secretary & Treasurer

EXTINGUISHED ENTITY:

TEAL ELECTRONICS CORPORATION,
a California corporation

By: *Louis J. Belardi*
Name: Louis J. Belardi
Title: Secretary & Treasurer

Articles of Merger

Exhibit A

DO NOT STAPLE

Sec. 180.11045
and 180.1105,
Wis. Stats.

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



ARTICLES OF MERGER
Domestic and Foreign For-Profit Corporations

1. Non-Surviving Parties to the Merger:

Corporation Name: Teal Electronics Corporation	Organized under the laws of California (state or country)
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Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

☐ Yes ☒ No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://www2.revenue.wi.gov/internet/merger.html>

Corporation Name:	Organized under the laws of (state or country)
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Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

☐ Yes ☐ No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://www2.revenue.wi.gov/internet/merger.html>

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 Corporation:

Corporation Name: MTE Corporation (formerly known as: Milwaukee Transformer Company, Incorporated)	Organized under the laws of Wisconsin (state or country)
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3. Indicate below if the surviving corporation is an indirect wholly owned subsidiary or parent:

- ☐ The surviving corporation 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 corporation is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The plan of merger has been approved and adopted by each corporation that is a party to the merger as required under sec. 180.1103 or 180.1104, Wis. Stats., as applicable.

5. A. The articles of incorporation of the surviving corporation are amended as follows:

OR

B. If there are no amendments, indicate the name of the corporation that is a party to the merger whose articles of incorporation will be the articles of incorporation of the surviving corporation:

MTE Corporation

6. The executed plan of merger is on file at the principal place of business of the surviving corporation.

7. The surviving corporation will provide a copy of the plan of merger, upon request and without cost, to any shareholder of a corporation that was a party to the merger or, upon payment to the surviving corporation of an amount equal to the cost of producing the copy, to any other interested person.

8. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on 06/06/16 (date) at 12:00am (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 sec.180.0123.

9. Executed on _____ (date)
by the surviving corporation on behalf of all parties
to the merger.

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

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


(Signature)

Louis J. Belardi
(Printed Name)

This document was drafted by: This document was not executed in Wisconsin
(Name the individual who drafted the document)

