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### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4587672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THOMAS DEPIETRO	08/28/2012
FRANCIS BERNART	08/28/2012

#### **RECEIVING PARTY DATA**

Name:	HORIZON GLOBAL AMERICAS INC.
Street Address:	47912 HALYARD DRIVE, SUITE 100
City:	PLYMOUTH
State/Country:	MICHIGAN
Postal Code:	48170

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29616968

#### CORRESPONDENCE DATA

Fax Number: (216)348-5474

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: 216-348-5400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: MCDONALD HOPKINS LLC

Address Line 1: 600 SUPERIOR AVENUE, EAST

Address Line 2: **SUITE 2100** 

Address Line 4: CLEVELAND, OHIO 44114-2653

ATTORNEY DOCKET NUMBER:	25475-563CON
NAME OF SUBMITTER:	TODD A. BENNI
SIGNATURE:	/Todd A. Benni/
DATE SIGNED:	09/11/2017

#### **Total Attachments: 6**

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**PATENT** REEL: 043544 FRAME: 0207

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ASSIGNMENT OF PATENT APPLICATION

Whereas, we, Thomas DePietro, having an address at 33010 Seneca Drive, Solon, OH

44139; and Francis Bernart, having an address at 2940 Bebington St. NW, North Canton, OH

44720 hereinafter referred to as "Assignors," have invented, a new and useful invention, for which

a U.S. Design Patent Application was filed on June 22, 2012, having Attorney Docket No. 25475-

00153 and Application Serial No.: 29/425,461 and any subsequent applications filed in connection

with the above invention (the "Patent").

Whereas, Cequent Consumer Products, Inc., an Ohio corporation, having its principal place

of business at 29000-2 Aurora Road, Solon, OH 44139, hereinafter referred to as "Assignee," is

desirous of acquiring the entire right, title and interest in and to said Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, we, the Assignors, by these presents do sell, assign and transfer

unto Assignee, its successors and assigns, the full and exclusive right to the Patent and all letters

patent of foreign countries which may be or have been issued on the invention disclosed in the

Patent, all divisions, reissues, extensions, re-examinations, and continuations thereof, and all

inventions disclosed therein, together with all claims for damages by reason of past or future

infringement, with the right to sue for and collect the same for the use and benefit of Assignee and its

successors and assigns.

Assignors warrant that they are the exclusive owners of the entire legal and equitable interest

in the Patent and the invention disclosed therein, free and clear of all liens and encumbrances; and

that we have full power, authority, and capacity to make this Assignment to Assignee. Assignors

covenant and agree for themselves and for their successors and assigns that, at Assignee's request,

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Assignors will cause to be executed and delivered any applications, affidavits, assignments, and other instruments as may be deemed necessary or desirable by Assignee to secure for or vest in Assignee, its successors or assigns, all right, title, and interest in and to any application, patent, or other right or property covered by this assignment, including the right to apply for and obtain patents in foreign countries under the provisions of the International Convention; and Assignors hereby request and authorize the United States Commissioner of Patents and Trademarks to issue any and all United States patents granted on the Patent to Assignee as owner of the entire right, title, and interest in and to the same, and authorize appropriately empowered officials of foreign countries to issue any letters patent granted on the Patent to Assignee as owner of the entire right, title, and interest in and to the same.

By: Thomas DePietro

COUNTY OF CHYANOGA ) SS:

Before me personally appeared. Thomas DePietro who acknowledged the foregoing instrument to be his free act and deed this 28th day of August ..., 2012.

Notary Public A. Bene

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- 2 -

By: Francis Bernart			
STATE OFOKO) COUNTY OF (wollogo)	SS:		
Before me personally appeared. Francis E his free act and deed this 28th day of	Remart, who acknowledged the 2012.  Notary Public	NOTARY PUE	DE LARE OF OHO BOWER DOLL'S

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## Delaware The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CEQUENT CONSUMER PRODUCTS, INC.", AN OHIO CORPORATION, WITH AND INTO "CEQUENT PERFORMANCE PRODUCTS, INC." UNDER THE NAME OF "HORIZON GLOBAL AMERICAS INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRD DAY OF JANUARY, A.D. 2017, AT 3:09 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Authentication: 201806032

Date: 01-03-17

2231485 8100M SR# 20170019281

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:09 PM 01/03/2017
FILED 03:09 PM 01/03/2017
SR 20170019281 - File Number 2231485

#### CERTIFICATE OF MERGER OF

# CEQUENT CONSUMER PRODUCTS, INC. INTO CEQUENT PERFORMANCE PRODUCTS, INC.

Pursuant to Section 252 of the General Corporation Law of the State of Delaware and Section 1701.79 of the Ohio Revised Code, the undersigned corporation does hereby certify that:

FIRST: The constituent entities (the "Constituent Entities") participating in the merger herein certified (the "Merger") are:

- (i) Cequent Consumer Products, Inc., which is incorporated under the laws of the State of Ohio ("<u>CCPI</u>"); and
- (ii) Cequent Performance Products, Inc., which is incorporated under the laws of the State of Delaware (the "Company").

SECOND: The Agreement and Plan of Merger, dated as of December 31, 2016 by and between CCPI and the Company (the "Merger Agreement") has been authorized, approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the applicable provisions of the General Corporation Law of the State of Delaware and the Ohio Revised Code.

THIRD: The Company shall be the surviving corporation in the Merger (the "Surviving Corporation"). The name of the Surviving Corporation shall be amended to Horizon Global Americas Inc.

FOURTH: The certificate of incorporation of the Company in effect at the Effective Time (as defined below) shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 47912 Halyard Drive, Plymouth, Michigan 48170.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The Merger shall become effective on December 31, 2016 for accounting purposes only, and effective for all other purposes upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware (the "<u>Effective Time</u>").

EIGHTH: CCPI is authorized to issue 2,000 common shares, without par value,

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Merger to be duly executed by its authorized officer.

Dated: December 30, 2016

CEQUENT PERFORMANCE PRODUCTS, INC.

By:

Name: Jay Goldbaum

Title: Vice President and Secretary

[Signature page to Certificate of Merger]

NAI-1501037629v6

**RECORDED: 09/11/2017**