

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6836740

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	05/21/2021	
CONVEYING PARTY DATA		
Name		Execution Date
CAN DO LOGISTICS LLC		04/01/2021
RECEIVING PARTY DATA		
Name:	LOGICHAUL LOGISTICS LLC	
Street Address:	409 S CHURCH ST	
City:	BERLIN	
State/Country:	WISCONSIN	
Postal Code:	54923	
PROPERTY NUMBERS Total: 22		
Property Type	Number	
Application Number:	29535827	
Application Number:	29535829	
Application Number:	29535831	
Application Number:	29663275	
Application Number:	29640372	
Application Number:	62016210	
Application Number:	62490260	
Application Number:	62747426	
Application Number:	62743832	
Application Number:	13661198	
Application Number:	14188226	
Application Number:	15044872	
Application Number:	14958223	
Application Number:	14958278	
Application Number:	15924959	
Application Number:	13370401	
Application Number:	13648939	
Application Number:	14749591	
Application Number:	15962501	

Property Type	Number
Application Number:	15722528
Application Number:	16153126
PCT Number:	US2018054632

CORRESPONDENCE DATA

Fax Number: (262)754-2845

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: 262-754-2862

Email: kbl@dewittllp.com

Correspondent Name: CHRISTOPHER M. SCHERER, DEWITT LLP

Address Line 1: 13845 BISHOP'S DRIVE

Address Line 2: SUITE 300

Address Line 4: BROOKFIELD, WISCONSIN 53005

ATTORNEY DOCKET NUMBER:	40385.018 UP-UD
NAME OF SUBMITTER:	CHRISTOPHER M. SCHERER
SIGNATURE:	/Christopher M. Scherer/
DATE SIGNED:	07/28/2021

Total Attachments: 10

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

FILING FEE \$150.00

Please check box for (Optional)
Expedited service ☐ + \$25.00

DO NOT STAPLE

FORM 2000

ARTICLES OF MERGER

Sec. 178.1124, 179.77, 180.1105, 181.1105, and 183.1204
Wis. Stats

1. Non-Surviving Parties to the Merger:

Company Name: CAN DO LOGISTICS LLC		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <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>Wisconsin</u> (state or country)

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <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)

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.
Schedule more non-surviving parties as an additional page

2. Surviving Entity:

Company Name: LOGICHAUL LOGISTICS LLC		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <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>Wisconsin</u> (state or country)

Office Use Only

DFI/CORP/2000(0703/17)

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PATENT
REEL: 057009 FRAME: 0304

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	Number of Votes Entitled to be	For	Against
	Outstanding	Cast		

(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. 178.0114, 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on April 1, 2021 (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 **corporation**

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

For a **limited liability company**

Title: ☐ Member OR ☒ Manager


(Signature)

Michael C. Hess

(Printed Name)

For a **limited partnership/general partnership/limited liability partnership**

Title: ☐ General Partner ☐ Partner

This document was drafted by: Attorney Matthew G. Chier
(Name the individual who drafted the document)

DFI/CORP/2000(07/17)

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**Exhibit A
PLAN OF MERGER**

1. Non-Surviving Parties to the Merger:

Company Name: CAN DO LOGISTICS LLC		
Indicate (X) Entity Type	<div style="display: flex; flex-direction: column; gap: 5px;"><div><input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.)</div><div><input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.)</div><div><input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)</div><div><input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)</div><div><input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)</div><div><input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)</div></div>	Organized under the laws of <u>Wisconsin</u> (state or country)

Company Name:		
Indicate (X) Entity Type	<div style="display: flex; flex-direction: column; gap: 5px;"><div><input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.)</div><div><input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.)</div><div><input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)</div><div><input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)</div><div><input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)</div><div><input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)</div></div>	Organized under the laws of <u> </u> (state or country)

Schedule more non-surviving parties as an additional page

2. Surviving Entity:

Company Name: LOGICHAUL LOGISTICS LLC		
Indicate (X) Entity Type	<div style="display: flex; flex-direction: column; gap: 5px;"><div><input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.)</div><div><input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.)</div><div><input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)</div><div><input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)</div><div><input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)</div><div><input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)</div></div>	Organized under the laws of <u>Wisconsin</u> (state or country)

3. The manner and basis of converting the interests in each business entity that is a party to the merger into shares, interests, obligations or other securities of the surviving business entity or any other business entity or into cash or other property in whole or in part (required).

On the effective date of the merger (the "Effective Date"), all the membership interests of CAN DO LOGISTICS LLC ("CAN DO") shall be cancelled and shall cease to exist. The sole Member of CAN DO, which is also the sole Member of LOGICHAUL LOGISTICS LLC ("LOGICHAUL"), shall remain the sole Member of LOGICHAUL as of the Effective Date and shall own all the Membership Interests of LOGICHAUL.

4. The terms and conditions of the merger.

As of the Effective Date, the separate existence of CAN DO shall cease. From and after the Effective Date, LOGICHAUL shall possess all the rights, privileges, powers and franchises of both CAN DO and LOGICHAUL. All the rights, privileges, powers and franchises of CAN DO, of a public as well as of a private nature, and all property, real, personal and mixed of CAN DO, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in LOGICHAUL without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of CAN DO shall be thereafter as effectually the property of LOGICHAUL as there were of CAN DO.

The rights of creditors of CAN DO and LOGICHAUL, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and all debts, liabilities, and duties of each of the entities shall thenceforth attach to LOGICHAUL, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding pending by or against either CAN DO or LOGICHAUL may be prosecuted to judgment as if this merger had not taken place, or LOGICHAUL may be proceeded against or substituted in place of either of such entities. The identity, existence, purposes, powers, franchises, rights, immunities, and liability of LOGICHAUL shall continue unaffected and unimpaired by this merger.

From time to time after the Effective Date, the last acting manager of CAN DO may, in the name, and on behalf of CAN DO, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as LOGICHAUL, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, LOGICHAUL and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this merger.

5. Other provisions the parties to the merger may elect to include relating to the merger.

All acts, plans, policies, approvals and authorizations of CAN DO, its Member, committees elected or appointed by its Member, Managers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of LOGICHAUL and shall be as effective and binding on LOGICHAUL as they were with respect to CAN DO.

Any and all agreements between CAN DO and LOGICHAUL, including but not limited to those for services or goods to be provided, or equipment to be leased, by one such entity to the other, shall be terminated as a result of this merger as of the Effective Date. Further, on the Effective Date, all debt owed from CAN DO to LOGICHAUL, or from LOGICHAUL to CAN DO, shall be deemed to have been satisfied effective at the end of day on March 31, 2021.

It is the intent that this merger will be a tax-free transaction under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. Notwithstanding the Effective Date determined under Wis. Stat. §183.0111, the companies shall otherwise conduct themselves financially, account for their finances, and report their income taxes as if the merger was effective at midnight on April 1, 2021.

6. The articles of incorporation or other similar governing document of the surviving domestic entity is amended as follows:

No amendment. On and after the Effective Date, (a) the Articles of Organization and Operating Agreement of LOGICHAUL, as in effect on the date hereof, shall continue to be the Articles of Incorporation and Operating Agreement of LOGICHAUL, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law and (b) the persons serving as Management Team Members of LOGICHAUL immediately prior to the Effective Date shall be the Management Team Members of LOGICHAUL until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

ARTICLES OF MERGER

legalsolutions@chierlaw.com

137 E. Huron Street, Berlin WI 54923

▲ Please provide an email or postal mailing address for the filed copy of the document.

Your phone number during the day: 920-361-9740

INSTRUCTIONS (Ref. Sec.178.1123, 179.77, 180.11045, 180.1105, 181.1105, and 183.1204, Wis. Stats. for document content)

Please use BLACK ink. Submit one original to State of WI-Dept. of Financial Institutions, Box 93348, Milwaukee WI, 53293-0348, together with a check for the filing fee payable to the department. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, please visit www.wdfl.org/contact_us/ for current physical address). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature. Upon filing, the information in this document becomes public and might be used for purposes other than those for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 711 for TTY.

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. 178.0102(4t) (5) & (6), 179.01(4), 180.0103(9), 181.0103(13) and 183.0102(8), Wis. Stats.
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.



For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

ARTICLES OF MERGER - Ch. 183
LOGICHAUL LOGISTICS LLC

Received Date: 5/17/2021

Filed Date: 5/21/2021

Filing Fee: \$150.00

Entity ID#: L052403

Total Fee: \$150.00

Merges: CAN DO LOGISTICS LLC 12 (C098557)

Into: LOGICHAUL LOGISTICS LLC 12 (L052403)

SCHEDULE OF MATTERS

FILE NO.	TITLE	COUNTRY	APPL NO.	DATE FILED	PATENT/ REG NO.	GRANT/ REG DATE
29340.011	AIR TRANSFER DEVICE	US	29/535,827	8/11/2015	D846,223	4/16/2019
29340.012	PLUNGER DEVICE	US	29/535,829	8/11/2015	D843,079	3/12/2019
29340.013	BELLY-DUMP INTERMODAL CARGO CONTAINER	US	29/535,831	8/11/2015	D747,588	1/12/2016
29340.033	FINE DRY-BULK COMMODITY CONTAINER WITH INSERT	US	29/663,275	9/13/2018	D900,958	11/3/2020
29340.078	CONTAINER THAT IS REMOVABLY HOUSED IN A FRAME	US	29/640,372	3/14/2018	D878,757	3/24/2020
29340.079	CONTAINER THAT IS REMOVABLY HOUSED IN A FRAME	CA	183,550	9/13/2018	183550	8/27/2020
29340.036	BELLY-DUMP INTERMODAL CARGO CONTAINER	US	62/016,210	6/24/2014		
29340.037	PROJECT MATERIAL WAREHOUSE SYSTEM	US	62/490,260	4/26/2017		
29340.061	PIN POST	US	62/747,426	10/18/2018		
29340.062	COUNTERBALANCED LIFT HATCH	US	62/743,832	10/18/2018		
29340.080	SANDCAN	US	87/978,630	10/5/2017	5,603,406	11/6/2018
29340.084	IT'S ALL DOWNHOLE FROM HERE (class 7)	US	88/975,894	8/30/2018	6,044,168	4/28/2020
29340.015	SANDCAN	US	87/635,464	10/5/2017		
29340.016	SANDCAN	CA	1,861,613	10/6/2017	1090223	12/21/2020
29340.017	FLATCAN	US	87/635,470	10/5/2017		
29340.018	FLATCAN	CA	1,861,616	10/6/2017		
29340.019	AGCAN	US	87/635,484	10/5/2017		
29340.020	AGCAN	CA	1,861,614	10/6/2017		

SCHEDULE OF MATTERS

29340.021	COALCAN	US	87/635,492	10/5/2017		
29340.022	COALCAN	CA	1,861,618	10/6/2017		
29340.023	ROCKCAN	US	87/635,505	10/5/2017		
29340.024	ROCKCAN	CA	1,861,615	10/6/2017		
29340.025	GRAVELCAN	US	87/635,512	10/5/2017		
29340.026	GRAVELCAN	CA	1,861,617	10/6/2017		
29340.027	CAN DO	US	87/635,521	10/5/2017		
29340.028	CAN DO	CA	1,861,619	10/6/2017	1061450	10/31/2019
29340.029	DIRECT TO BLENDER	US	87/635,530	10/5/2017	5,807,526	7/16/2019
29340.030	DIRECT TO BLENDER	CA	1,861,620	10/6/2017	1069484	1/14/2020
29340.031	SANDCAN	US	85/826,917	1/18/2013	4,522,981	4/29/2014
29340.032	DIRECT TO BLENDER	US	86/738,108	8/26/2015	4,915,804	3/8/2016
29340.039	SANDCAN	CA	1,868,690	11/20/2017	1076211	4/1/2020
29340.040	DIRECT TO BLENDER	CA	1,868,708	11/20/2017	1064315	11/26/2019
29340.065	IT'S ALL DOWNHOLE FROM HERE (class 20)	US	88/099,237	8/30/2018		
29340.077	DTB	US	88/099,211	8/30/2018	5,721,524	4/9/2019
29340.005	METHOD AND APPARATUS FOR MODIFYING A CARGO CONTAINER TO DELIVER SAND TO A FRAC SITE	US	13/661,198	10/26/2012		
29340.006	CONTAINER TO DELIVER BULK GRANULAR MATERIAL	US	14/188,226	2/24/2014	9,790,022	10/17/2017

SCHEDULE OF MATTERS

29340.010	METHOD AND APPARATUS FOR MODIFYING A CARGO CONTAINER TO DELIVER SAND TO A FRAC SITE	US	15/044,872	2/16/2016	10,167,138	1/1/2019
29340.008	MODIFIED CARGO CONTAINER FOR DELIVERY OF PROPPANT TO A FRAC SITE	US	14/958,223	12/3/2015	9,688,469	6/27/2017
29340.009	METHOD AND APPARATUS FOR MODIFYING A CARGO CONTAINER TO DELIVER SAND TO A FRAC SITE	US	14/958,278	12/3/2015		
29340.043	METHOD AND APPARATUS FOR MODIFYING A CARGO CONTAINER TO DELIVER SAND TO A FRAC SITE	US	15/924,959	3/19/2018		
29340.082	CONTAINER SYSTEM	CA	3,039,343	10/2/2017		
29340.003	METHOD AND APPARATUS FOR MODIFYING A CARGO CONTAINER TO DELIVER SAND TO A FRAC SITE	US	13/370,401	2/10/2012		
29340.004	INTERMODAL CONTAINER HAVING A RESILIENT LINER	US	13/648,939	10/10/2012		
29340.007	BELLY-DUMP INTERMODAL CARGO CONTAINER	US	14/749,591	6/24/2015	9,309,064	4/12/2016
29340.014	METHOD AND APPARATUS FOR MODIFYING A CARGO CONTAINER TO DELIVER SAND TO A FRAC SITE	CA	2,805,469	2/8/2013	2805469	6/30/2020
29340.035	METHOD AN APPARATUS FOR MODIFYING A CARGO CONTAINER TO	AU	2013200892	2/8/2013		

SCHEDULE OF MATTERS

	DELIVER SAND TO A FRAC SITE					
29340.044	PROJECT MATERIAL WAREHOUSE SYSTEM	US	15/962,501	4/5/2018		
29340.068	MATERIAL TRANSPORT SYSTEM AND METHOD	US	15/722,528	10/2/2017	10,696,473	Jun 30, 2020
29340.073	MODULAR MATERIAL DELIVERY SYSTEM AND METHOD FOR SETUP	US	16/153,126	10/5/2018	10,815,050	Oct 27, 2020
29340.074	MODULAR MATERIAL DELIVERY SYSTEM AND METHOD FOR SETUP	PCT	PCT/US2018/ 054632	10/5/2018		
29340.075	MODULAR MATERIAL DELIVERY SYSTEM AND METHOD FOR SETUP	AR	20180102882	10/5/2018		