

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6856885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/2021
CONVEYING PARTY DATA	
Name	Execution Date
INLET & PIPE PROTECTION, INC.	03/31/2021
SEWER TAP, INC.	03/31/2021
PSA, INC.	03/31/2021
ADS STRUCTURES, INC.	03/31/2021
BAYSAVER TECHNOLOGIES, LLC	03/31/2021
RECEIVING PARTY DATA	
Name:	ADS VENTURES, INC.
Street Address:	4640 TRUEMAN BLVD.
City:	HILLIARD
State/Country:	OHIO
Postal Code:	43026
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7670483
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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:	2024084000
Email:	wanda.whittington@finnegan.com
Correspondent Name:	FINNEGAN HENDERSON LLP
Address Line 1:	901 NEW YORK AVENUE NORTHWEST
Address Line 2:	FINNEGAN
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	07965.0999-00000
NAME OF SUBMITTER:	WANDA WHITTINGTON
SIGNATURE:	/WANDA WHITTINGTON/
DATE SIGNED:	08/10/2021

Total Attachments: 14

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CERTIFICATE OF MERGER
OF
INLET & PIPE PROTECTION, INC.,
SEWER TAP, INC.,
PSA, INC.,
ADS STRUCTURES, INC.,
AND
BAYSAVER TECHNOLOGIES, LLC
WITH AND INTO
ADS VENTURES, INC.,
 March 31, 2021

Pursuant to Sections 251(c), 252 and 264(c) of the Delaware General Corporation Law (the “**DGCL**”) and Section 18-209 of the Delaware Limited Liability Company Act (the “**DLLCA**”), the undersigned corporation executed the following Certificate of Merger:

FIRST: The name, the state of organization and the type of entity of each of the constituent entities party to the merger herein are as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>	<u>Authorized Shares</u>	<u>Par Value</u>
Inlet & Pipe Protection, Inc. (“ Inlet ”)	Illinois	Corporation	1,000	None
Sewer Tap, Inc. (“ Sewer Tap ”)	Oregon	Corporation	1,000	None
PSA, Inc. (“ PSA ”)	Maine	Corporation	2,000	None
ADS Structures, Inc. (“ Structures ”)	Delaware	Corporation	1,500	None
BaySaver Technologies, LLC (“ BaySaver ”)	Delaware	Limited Liability Company	N/A	N/A

ADS Ventures, Inc. (“Ventures”)	Delaware	Corporation	1,500	none
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SECOND: The Agreement and Plan of Merger, dated as of March 25, 2021, by and among BaySaver, Inlet, Sewer Tap, PSA and Structures (together, the “**Merging Entities**”) and Ventures (the “**Merger Agreement**”), has been approved, adopted, certified, executed and acknowledged by each of the Merging Entities and Ventures in accordance with Sections 251(c), 252 and 264(c) of the DGCL, Section 18-209 of the DLLCA, Section 60.501 of the Oregon Annotated Statutes, Section 5/11.05 of the Illinois Business Corporation Act, and Section 1102 of the Maine Business Corporation Act.

THIRD: The name of the surviving corporation is ADS Ventures, Inc., a Delaware corporation.

FOURTH: The certificate of incorporation of the surviving corporation, as now in force and effect, shall continue to be the certificate of incorporation of the surviving corporation until amended in accordance with applicable law.

FIFTH: The merger is to become effective on March 31, 2021.

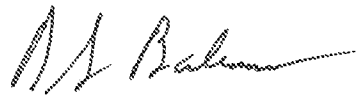
SIXTH: The executed Merger Agreement is on file at the principal place of business of the surviving corporation, the address of which is 4640 Trueman Boulevard, Hilliard, Ohio 43026.

SEVENTH: A copy of the Merger Agreement will be furnished by the surviving corporation on request, and without cost, to any stockholder or member of, or to any person holding an interest in, each of the Merging Entities or Ventures, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

ADS VENTURES, INC.

By: 
D. Scott Barbour, President & CEO

{Signature Page to Agreement and Plan of Merger (ADS Ventures, Inc.)}

PATENT
REEL: 057132 FRAME: 0988



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE-Secretary of State

6335-504-6

MARCH 31, 2021

C T CORPORATION SYSTEM
208 SO LASALLE ST, SUITE 814
CHICAGO, IL 60604-1101

RE INLET & PIPE PROTECTION, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

Jesse White

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

PATENT
REEL: 057132 FRAME: 0989

FORM **BCA 11.39** (rev. Dec. 2003)
**ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES**
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

FILED

MAR 31 2021

**JESSE WHITE
SECRETARY OF STATE**

Remit payment in the form of a check or money order payable to Secretary of State.

The filing fee is \$100, but if merger involves more than two corporations, submit \$50 for each additional corporation.

File # 6335-504-6 Filing Fee: \$ 300⁰⁰ Approved: WR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
See Attachment		

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

✓ 3. a. Name of Surviving Party: ADS Ventures, Inc.

✓ b. Corporation or Limited Liability Company shall be governed by the laws of: Delaware

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
See Attachment

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (\$11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (\$11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
✓ Inlet & Pipe Protection, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated March 31 2021 Inlet & Pipe Protection, Inc.
Month & Day, Year Exact Name of Corporation
D. Scott Barbour
Any Authorized Officer's Signature
D. Scott Barbour, President and CEO
Name and Title (type or print)

Dated March 31 2021 Sewer Tap, Inc.
Month & Day, Year Exact Name of Corporation
D. Scott Barbour
Any Authorized Officer's Signature
D. Scott Barbour, President and CEO
Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated March 31 2021 BaySaver Technologies, LLC
Month & Day, Year Exact Name of Limited Liability Company
D. Scott Barbour
Signature
D. Scott Barbour, President and CEO
Name and Title (type or print)

Dated _____ 2021 _____
Month & Day, Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
✓ Inlet & Pipe Protection, Inc.	Illinois	63355046 N.S.
Sewer Tap, Inc.	Oregon	[redacted] N.Q. N.S.
PSA, Inc.	Maine	[redacted] N.Q. N.S.
ADS Structures, Inc.	Delaware	[redacted] N.Q. N.S.
BaySaver Technologies, LLC	Delaware	[redacted] N.Q. N.S.
ADS Ventures, Inc.	Delaware	[redacted] N.Q. N.S.

7. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated: ✓ March 31, 2021

PSA, Inc.

Exact Name of Corporation

✓ *D. Scott Barbour*

Authorized Officer's Signature

D. Scott Barbour, President and CEO
Name and Title

Dated: ✓ March 31, 2021

ADS Structures, Inc.

Exact Name of Corporation

✓ *D. Scott Barbour*

Authorized Officer's Signature

D. Scott Barbour, President and CEO
Name and Title

Dated: ✓ March 31, 2021

ADS Ventures, Inc.

Exact Name of Corporation

✓ *D. Scott Barbour*

Authorized Officer's Signature

D. Scott Barbour, President and CEO
Name and Title

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") dated as of March 25, 2021, between Inlet & Pipe Protection, Inc., an Illinois corporation ("**Inlet**"), Sewer Tap, Inc., an Oregon corporation ("**Sewer Tap**"), PSA, Inc., a Maine corporation ("**PSA**"), ADS Structures, Inc., a Delaware corporation ("**Structures**"), BaySaver Technologies, LLC, a Delaware limited liability company ("**BaySaver**," and together with Inlet, Sewer Tap, PSA and Structures, the "**Merging Entities**"), and ADS Ventures, Inc., a Delaware corporation ("**Ventures**").

✓ **WHEREAS**, Advanced Drainage Systems, Inc., a Delaware corporation ("**ADS**"), owns all of the issued and outstanding shares of: Inlet, Sewer Tap, PSA, Structures and Ventures;

WHEREAS, Ventures is the sole member of BaySaver;

WHEREAS, the Board of Directors and sole shareholder of each of Inlet, Sewer Tap, PSA, Structures and Ventures and the sole member of BaySaver have each approved and adopted this Agreement and the transactions contemplated by the Agreement;

The parties hereto agree as follows:

ARTICLE 1 The Merger

Section 1.01. The Merger. (a) At the Effective Time (as defined below), each of the Merging Entities shall be merged (the "**Merger**") with and into Ventures pursuant to the provisions of Section 264 of the Delaware General Corporation Law (the "**DGCL**"), Section 18-209 of the Delaware Limited Liability Company Act (the "**DLLCA**"), Section 60.501 of the Oregon Annotated Statutes (the "**OAS**"), Section 5/11.05 of the Illinois Business Corporation Act (the "**IBCA**"), and Section 1102 of the Maine Business Corporation Act (the "**MBCA**"), and in accordance with the terms and conditions hereof, whereupon the separate existence of each of the Merging Entities shall cease, and Ventures shall be the surviving corporation (the "**Surviving Corporation**").

✓ (b) As soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, Ventures will file (i) a certificate of merger (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger (ii) an articles of merger (the "**Illinois Articles of Merger**") with the Secretary of State of the State of Illinois and make all other filings or recordings required by Illinois law in connection with the Merger (iii) an articles of merger (the "**Maine Articles of Merger**") with the Secretary of State of the State of Maine and make all other filings or recordings required by Maine law in connection with the Merger and (iv) an articles of merger (the "**Oregon Articles of Merger**") with the Secretary of State of the State of Oregon and make all other filings or recordings required by Oregon law in connection with the Merger. The Merger shall become effective on March 31, 2021 (the "**Effective Time**").

(c) The Merger shall have the effects set forth in the DGCL, the DLLCA, the OAS, the IBCA and the MBCA. Without limiting the generality of the foregoing, from and after the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Merging Entities shall vest in Ventures, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Merging Entities shall become the debts, liabilities, obligations and duties of Ventures, as the Surviving Corporation.

Section 1.02. Capital Stock; Limited Liability Company Interests. As of the Effective Time, by virtue of the Merger and without any action on the part of Ventures or the Merging Entities:

(a) each share of capital stock of Ventures issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding following the consummation of the Merger;

(b) each limited liability company interest in BaySaver outstanding immediately prior to the Effective Time shall be automatically canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor; and

(c) each share of capital stock in each of Inlet, Sewer Tap, PSA and Structures outstanding immediately prior to the Effective Time shall be automatically canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

ARTICLE 2 The Surviving Corporation

Section 2.01. Certificate of Incorporation. The certificate of incorporation of Ventures in effect as of the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

Section 2.02. Bylaws. The bylaws of Ventures in effect as of the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

Section 2.03. Directors and Officers. The directors and officers of Ventures immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation 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 certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the DGCL.

ARTICLE 3
Termination

Section 3.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the filing of the Certificate of Merger by any of the Merging Entities or Ventures.

ARTICLE 4
Miscellaneous

Section 4.01. 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.

Section 4.02 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.

Section 4.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 4.04 Amendment and Modification; Waiver. Prior to filing, 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 right, 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.

Section 4.05 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.

Section 4.06. 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.

Section 4.07. 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 hereto have caused this Agreement to be duly executed as of the first date written above.

ADS VENTURES, INC.

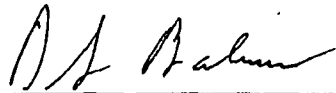
By: 
D. Scott Barbour, President & CEO

[Signature Page to Agreement and Plan of Merger (ADS Ventures, Inc.)]


PATENT
REEL: 057132 FRAME: 0998

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.


ADS STRUCTURES, INC.

By: 
D. Scott Barbour, President & CEO


BAYSAVER TECHNOLOGIES, LLC

By: 
D. Scott Barbour, President & CEO


INLET PIPE & PROTECTION, INC.

By: 
D. Scott Barbour, President & CEO

PSA, INC.

By: 
D. Scott Barbour, President & CEO

SEWER TAP, INC.

By: 
D. Scott Barbour, President & CEO

[Signature Page to Agreement and Plan of Merger (ADS Ventures, Inc.)]