

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7471170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
METALEX CORPORATION	12/31/2018
RECEIVING PARTY DATA	
Name:	METALEX, LLC
Street Address:	1209 ORANGE STREET
City:	WILMINATON
State/Country:	ILLINOIS
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6883930
CORRESPONDENCE DATA	
Fax Number:	(844)670-6009
<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:	602-285-5000
Email:	ASanchez@dickinson-wright.com
Correspondent Name:	DICKINSON WRIGHT PLLC
Address Line 1:	1850 NORTH CENTRAL AVENUE, SUITE 1400
Address Line 4:	PHOENIX, ARIZONA 85004-4568
ATTORNEY DOCKET NUMBER:	95239-00004
NAME OF SUBMITTER:	LAUANE C. ADDIS
SIGNATURE:	/Lauane C. Addis/
DATE SIGNED:	08/05/2022
Total Attachments: 27	
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OFFICER'S CERTIFICATE

OF

METALEX, LLC

December 13, 2019

THIS OFFICER'S CERTIFICATE is being delivered pursuant to Section 3.2(i) of that certain Purchase Agreement (the "Purchase Agreement"), made and entered into as of December 13, 2019, by and among (i) Morton Global LLC, a Delaware limited liability company; (ii) MHIG LLC, a Delaware limited liability company; (iii) Jason Incorporated, a Wisconsin corporation; and (iv) Jason International Holdings, Inc., a Nevada corporation. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

The undersigned hereby certifies as follows:

1. I am the duly elected, qualified and acting President of Metalex, LLC, a Delaware limited liability company (the "Company");

2. Attached hereto as Exhibit A is a true, correct and complete copy of the Certificate of Formation, and all amendments thereto, of the Company (the "Certificate"), and the Certificate has not been amended, rescinded, modified or revoked and remains in full force and effect on the date hereof;


3. Attached hereto as Exhibit B is a true, correct and complete copy of the Limited Liability Company Agreement, and all amendments thereto, of the Company (the "LLC Agreement"), and the LLC Agreement has not been amended, rescinded, modified or revoked and remains in full force and effect on the date hereof; and

4. Attached hereto as Exhibit C is a true, correct and complete copy of the resolutions duly adopted by the Board of Directors of the Company (the "Resolutions") authorizing the execution of all Ancillary Agreements to which the Company is a party and any other documents and instruments to be executed and delivered by the Company pursuant to the Purchase Agreement, and taking all actions deemed necessary or advisable to consummate the transactions contemplated therein and thereby, and the Resolutions have not been amended, rescinded, modified or revoked and remain in full force and effect on the date hereof.

This Officer's Certificate of the Company may be executed in facsimile, portable document format (.pdf) copy or other electronic means with the same binding effect as the original.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate of the Company as of the date first written above.



Brian Kobylinski, President

[Signature Page to Officer's Certificate of Metalex, LLC]

EXHIBIT A

Certificate

See attached.

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Corporation first formed is Illinois.
- 2.) The jurisdiction immediately prior to filing this Certificate is Illinois.
- 3.) The date the corporation first formed is December 7, 2001.
- 4.) The name of the Corporation immediately prior to filing this Certificate is
Metalex Corporation.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of
Formation is Metalex, LLC.
- 6.) The effective date of the conversion is December 31, 2018.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
14th day of December, A.D. 2018.

By: 
Authorized Person

Name: Kevin Kuznicki
Print or Type

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

• **First:** The name of the limited liability company is Metalex, LLC

• **Second:** The address of its registered office in the State of Delaware is
1209 Orange St. in the City of Wilmington
Zip Code 19801

The name of its Registered agent at such address is The Corporation
Trust Company

• **Third:** (Insert any other matters the members determine to include herein.)

The formation of Metalex, LLC is effective December 31,
2018

In Witness Whereof, the undersigned have executed this Certificate of Formation this
14th day of December, 2018

By: 
Authorized Person(s)

Name: Kevin Kuznicki
Typed or Printed

EXHIBIT B
LLC Agreement

See attached.

LIMITED LIABILITY COMPANY AGREEMENT

OF

METALEX, LLC

a single-member limited liability company

Dated as of December 31, 2018

THE SECURITIES (MEMBERSHIP INTERESTS REPRESENTED BY UNITS) EVIDENCED BY AND/OR ISSUED PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY SECURITIES OR BLUE SKY LAWS OF ANY STATE OR JURISDICTION.

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT is entered into and shall be effective as of December 31, 2018, by and between METALEX, LLC, a Delaware limited liability company (the "Company"), and the undersigned sole member of the Company.

RECITALS

A. The Company was formed, effective as of December 31, 2018, as a result of filing its Certificate of Formation with the Delaware Secretary of State pursuant to the Act.

B. The sole Member intends that the Company be classified for federal and state income tax purposes as a "disregarded entity" until such time, if any, as the Company may have two or more members or the Board of Directors determines otherwise.

C. The Member desires to adopt this Agreement as the limited liability company agreement of the Company under the Act to set forth its rights and responsibilities with respect to the Company and its business and affairs.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

Certain capitalized terms used in this Agreement shall have the following meanings:

"Act" means the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, as amended from time to time, and any successor provisions thereto.

"Actor" has the meaning set forth in Section 4.18.

"Affiliate" means, with respect to a Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person.

"Agreement" means this Limited Liability Company Agreement, as it may be amended, supplemented, or restated from time to time.

"Board of Directors" means the manager of the Company as described in Section 4.1.

"Certificate of Formation" means the Certificate of Formation of the Company, as filed pursuant to the Act, as may be amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor provisions thereto.

"Company" has the meaning set forth in the first paragraph of this Agreement.

"Director" means a member of the Board of Directors.

"Dissolution Event" has the meaning set forth in Section 7.1.

"Entity" means any general partnership, limited partnership, limited liability partnership, limited liability company, corporation (including a not-for-profit corporation), joint venture, trust, business trust, estate, cooperative, association, or government unit.

"Involuntary Transfer" means any Transfer of a Unit by operation of law or in any transaction, proceeding, or action by or in which a Member is involuntarily deprived or divested of any right, title, or interest in or to any Unit, including, without limitation, (i) a Transfer on death or bankruptcy, or (ii) any foreclosure of a security interest in the Unit.

"Member" means any Person that (i) has executed this Agreement as a "member" or has been admitted as a member of the Company in accordance with this Agreement, and (ii) has not ceased to be a Member pursuant to the terms of this Agreement.

"Person" means any individual or Entity.

"Transfer" means, with respect to a Unit, to sell, pledge, encumber, or otherwise transfer or dispose of ownership or control of the Unit, or any interest in the Unit, whether voluntarily or involuntarily (including, without limitation, by operation of law), except that (i) the creation of a marital property or community property interest in a Unit shall not be deemed to be a Transfer, and (ii) a pledge of a Unit to a financial institution solely as security for indebtedness shall not be deemed to be a Transfer, although any action (including, without limitation, an action in foreclosure) that is taken by the secured party in order to transfer any interest in the Unit after an event of default under any security agreement shall be deemed to be a Transfer.

"Treasury Regulations" or "Treas. Reg." means the regulations promulgated under the Code, as such regulations may be amended from time to time. All references herein to specific sections of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations.

"Unit" means the units of ownership into which a Member's membership interest in the Company is divided. Except as otherwise stated in this Agreement, any reference to a Member's Units includes all of that portion of the Member's membership interest as is attributable to such Units.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor provisions thereto.

"Company" has the meaning set forth in the first paragraph of this Agreement.

"Director" means a member of the Board of Directors.

"Dissolution Event" has the meaning set forth in Section 7.1.

"Entity" means any general partnership, limited partnership, limited liability partnership, limited liability company, corporation (including a not-for-profit corporation), joint venture, trust, business trust, estate, cooperative, association, or government unit.

"Involuntary Transfer" means any Transfer of a Unit by operation of law or in any transaction, proceeding, or action by or in which a Member is involuntarily deprived or divested of any right, title, or interest in or to any Unit, including, without limitation, (i) a Transfer on death or bankruptcy, or (ii) any foreclosure of a security interest in the Unit.

"Member" means any Person that (i) has executed this Agreement as a "member" or has been admitted as a member of the Company in accordance with this Agreement, and (ii) has not ceased to be a Member pursuant to the terms of this Agreement.

"Person" means any individual or Entity.

"Transfer" means, with respect to a Unit, to sell, pledge, encumber, or otherwise transfer or dispose of ownership or control of the Unit, or any interest in the Unit, whether voluntarily or involuntarily (including, without limitation, by operation of law), except that (i) the creation of a marital property or community property interest in a Unit shall not be deemed to be a Transfer, and (ii) a pledge of a Unit to a financial institution solely as security for indebtedness shall not be deemed to be a Transfer, although any action (including, without limitation, an action in foreclosure) that is taken by the secured party in order to transfer any interest in the Unit after an event of default under any security agreement shall be deemed to be a Transfer.

"Treasury Regulations" or "Treas. Reg." means the regulations promulgated under the Code, as such regulations may be amended from time to time. All references herein to specific sections of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations.

"Unit" means the units of ownership into which a Member's membership interest in the Company is divided. Except as otherwise stated in this Agreement, any reference to a Member's Units includes all of that portion of the Member's membership interest as is attributable to such Units.

**ARTICLE II
ORGANIZATION AND PURPOSE**

2.1. Formation. The Company was organized as a Delaware limited liability company by the filing of the Certificate of Formation pursuant to the Act. The Member hereby ratifies the execution and filing of the Certificate of Formation.

2.2. Name. The name of the Company is "Metalex, LLC". The name of the Company may be changed from time to time at the discretion of the Board of Directors, and the Board of Directors is hereby authorized and empowered to execute and deliver in the name and on behalf of the Company any and all documents necessary or appropriate to effect any such name change, including, without limitation, amendments to the Certificate of Formation. The Company may conduct its business under such other fictitious names as the Board of Directors selects and the law permits.

2.3. Principal Place of Business. The principal office and place of business of the Company shall be located at such address as the Board of Directors may from time to time deem advisable.

2.4. Registered Agent and Registered Office. The name of the Company's registered agent in the State of Delaware shall be The Corporation Trust Company. The address of the Company's registered office in the State of Delaware shall be 1209 Orange Street, Wilmington, Delaware 19801. The Company's registered agent and registered office may be changed from time to time in the sole discretion of the Board of Directors by filing the name of the new registered agent and/or the address of the new registered office with the appropriate authority as required by applicable law.

2.5. Term. The Company shall continue until the winding up of its business is completed following a Dissolution Event.

2.6. Purpose. The purpose of the Company shall be any lawful purpose under the Act. The Company may exercise all powers reasonably connected with such activities and businesses that may be legally exercised by limited liability companies under the Act, and the Company may engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

2.7. Foreign Qualification. Before the Company transacts business in any jurisdiction other than Delaware in a manner that would require the Company to qualify or register to do business in the jurisdiction, the Board of Directors shall take all necessary actions to qualify the Company as a foreign limited liability company authorized to transact business in the jurisdiction.

ARTICLE III RIGHTS AND RESPONSIBILITIES OF MEMBERS

3.1. General. The rights and responsibilities of the sole Member shall be as provided in the Certificate of Formation, this Agreement, and the Act. For the avoidance of doubt, a conversion of the Company to a corporation may be approved by the sole Member.

3.2. Members; Number of Units. The name and business address of the sole Member and the number of Units to be issued to such Member are set forth on Exhibit A.

3.3. Capital Contributions. The sole Member shall not be required to make any capital contributions to the Company.

3.4. Interest on Capital Contributions. Except as otherwise expressly provided in this Agreement, the sole Member shall not be paid interest on such Member's capital contributions to the Company.

3.5. Limitation of Liability. Except as otherwise provided by mandatory provisions of the Act, the sole Member shall not be liable for the debts, liabilities, contracts, or any other obligations of the Company solely by reason of being a Member. Except as otherwise provided by any other agreement to which a Member is a party, or by mandatory provisions of the Act, a Member shall not be liable to make any capital contributions and shall not be required to lend any funds to the Company or to make any additional capital contributions.

3.6. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by all of the Members and delivered to the Company for inclusion in the records of the Company.

ARTICLE IV MANAGEMENT

4.1. Generally. The business and affairs of the Company shall be directed, managed, and controlled by its Board of Directors (the "Board of Directors"). Except as otherwise provided in this Agreement or by nonwaivable provisions of applicable law, the Board of Directors shall have authority, power, and discretion to establish policies and procedures for the Company, to manage, direct, and control the business, affairs and properties of the Company, to make all decisions regarding the same, and to perform any and all other acts or activities customary or incident to the Company's business without obtaining the consent of the sole Member, including, but not limited to, directing the activities of any officers or employees of the Company, and appointing and removing Persons from positions as officers of the Company. The Board of Directors shall also have the power to adjust and set compensation for all officers and employees of the Company. Unless authorized to do so by this Agreement or by the Board of Directors, no Member, Director, officer, employee, attorney-in-fact or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. Unless otherwise specified herein, it is intended that the Board of Directors of the Company have the same powers and duties as a corporation's board of

directors. The Board of Directors shall be considered the "manager" of the Company as that term is defined under the Act.

4.2. Appointment of Directors; Eligibility. The Directors shall be appointed by the sole Member. Only an individual (and not an Entity) may serve as a Director.

4.3. Number, Tenure and Qualifications of the Board of Directors. Initially, the Company's Directors shall be the persons listed on Exhibit B. Exhibit B shall be updated from time-to-time. The number of Directors shall be as authorized by the Board of Directors from time to time. Directors need not be Members of the Company.

4.4. Meetings. The Board of Directors shall meet from time to time as required to carry on the business and affairs of the Company. Any Director may call a meeting of the Board of Directors. The Director calling the meeting may designate any place, either within or outside the State of Delaware, as the place of meeting for any meeting of the Board of Directors. Meetings of the Board of Directors may be held in person or by use of any means of communication by which all Directors participating in the meeting may simultaneously hear each other.

4.5. Notice of Meetings; Waiver of Notice. Written notice stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered no fewer than two nor more than 30 days before the date of the meeting to each Director. Whenever any notice is required to be given to any Director under this Agreement or the Act, a written waiver of the notice signed at any time, whether before or after the time of the meeting, by the Director entitled to such notice shall be deemed equivalent to the giving of such notice.

4.6. Quorum. A majority of the number of Directors specified in Section 4.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

4.7. Manner of Acting. Except as otherwise required by the Act or by this Agreement, the Board of Directors shall act by the affirmative vote of a majority of the Directors present or participating at a meeting of the Board of Directors at which a quorum is present. For this purpose each Director shall have one vote.

4.8. Necessary Member Consents. Notwithstanding any other provision of this Agreement, neither the Board of Directors nor any Director, officer, employee, or agent of the Company shall have authority to take any of the following actions on behalf of the Company without obtaining the prior written consent of the sole Member:

(a) Do any act which is in contravention of or inconsistent with this Agreement or any other agreement to which the Company is a party;

(b) Do any act which would make it impossible to carry on the ordinary business of the Company, except in connection with a Dissolution Event;

(c) Possess Company property or assign rights in specific Company property for other than a Company purpose;

(d) Materially change the nature of the business or purpose of the Company; or

(e) Confess a judgment against the Company.

4.9. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by all of the Directors and delivered to the Company for inclusion in the records of the Company.

4.10. Resignation. A Director may resign at any time by delivering written notice to the Company.

4.11. Removal. Any Director may be removed at any time, with or without cause, by the Member.

4.12. Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy resulting from an increase in the number of Directors, shall be filled by the sole Member in accordance with Section 4.2.

4.13. Good Faith. The Directors shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

4.14. No Exclusive Duty to Company. The Directors shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company.

4.15. Delegation of Authority. The Board of Directors may, from time to time, delegate to one or more individuals (who need not be Members of the Company) such authority and duties as the Board of Directors may deem advisable to carry out the day-to-day business of the Company and may enter into contracts with such individuals for such purpose. In addition, the Board of Directors may, from time to time, assign titles (including chief executive officer, president, vice president, secretary, and treasurer) to any such individuals selected by the Board of Directors. Unless the Board of Directors specifies otherwise, if the title is one commonly used for officers of a business corporation, then the assignment of such title shall constitute the delegation of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to this Section. Any number of titles may be held by the same individual. Any delegation pursuant to this Section may be revoked at any time by the Board of Directors. A delegation of authority pursuant to this Section, or the assignment of a title pursuant to this Section, shall not, of itself, create any contract or employment rights. The officers of the Company and their titles shall be as listed on Exhibit B. Exhibit B shall be modified upon the appointment or removal of officers by the Board of Directors.

4.16. Execution of Documents. Any one or more of the authorized officers of the Company may execute documents or instruments on behalf of the Company, including but not limited to agreements, contracts, checks, drafts, mortgages, leases, deeds, and bills of sale. This Section 4.16 relates only to the execution of documents or instruments on behalf of the Company. Any approval required for such documents or instruments, or the transactions contemplated therein, shall be governed by other Sections of this Agreement.

4.17. Reliance. Any Person dealing with the Company may rely on the authority of any officer in taking any action that is in the name of the Company without inquiry into the provisions of this Agreement or compliance therewith.

4.18. Indemnification. The Company shall, to the maximum extent permitted or required by law, indemnify, defend, and hold harmless any Director, officer, or employee of the Company (each, an "Actor") to the extent of the Company's assets, for, from, and against any liability, damage, cost, expense (including, without limitation, attorneys' fees), loss, judgment, or amount paid in settlement incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Company, its Directors, officers, employees, or any of its or their agents in connection with the business of the Company. Notwithstanding the foregoing, no Actor shall be so indemnified, defended, or held harmless from claims related to or resulting from (i) any breach of any representation, warranty, or covenant made by the Actor, (ii) any act or omission that constitutes fraud, gross negligence, or willful misconduct on the part of the Actor, (iii) any act or omission wherein the Actor failed to act in good faith and in a manner that the Actor reasonably believed to be in or not opposed to the best interests of the Company, or (iv) any act or omission that constitutes a violation of a criminal law (unless the Actor had no reasonable cause to believe that its act or omission was unlawful); and provided, further, that indemnification under this Section 4.18 shall be recoverable only from the assets of the Company and not from any assets of the sole Member. Unless the Board of Directors determines in good faith that an Actor is unlikely to be entitled to indemnification under this Section 4.18, the Company shall pay or reimburse attorneys' fees of the Actor as incurred, provided that the Actor executes an undertaking, with appropriate security if requested by the Board of Directors, to repay the amount so paid or reimbursed in the event that there is a final determination by a court of competent jurisdiction that the Actor is not entitled to indemnification under this Section 4.18.

4.19. Exculpation. No Actor shall be liable, in damages or otherwise, to the Company or to the Member for any loss that arises out of any act performed or omitted to be performed by such Actor pursuant to the authority granted by this Agreement if all the following conditions are met: (a) the Actor, at the time of such action or omission, determined in good faith that the Actor's course of conduct was in, or not opposed to, the best interests of the Company; (b) the conduct of the Actor did not constitute fraud, gross negligence, or willful misconduct; and (c) the conduct of the Actor did not constitute a violation of a criminal law (unless the Actor had no reasonable cause to believe that its action or omission was unlawful).

ARTICLE V DISTRIBUTIONS

5.1. Distributions Other Than in Liquidation.

(a) Non-liquidating Distributions. From time to time prior to the occurrence of a Dissolution Event, the Board of Directors may, in its sole discretion, cause the Company to make distributions (other than Tax Distributions) of cash or other property that the Board of Directors determines is not needed for the operation of the Company.

(b) Restrictions. Notwithstanding any other provision in this Agreement, no distribution may be made under this Section 5.1 if, after giving effect to such distribution, any of the following would occur: (i) the Company would not be able to pay its debts as they become due in the usual course of business; (ii) the fair value of the Company's total assets would be less than the total amount of its liabilities; or (iii) such distribution would otherwise be in violation of the Act.

5.2. Distributions in Liquidation. During the winding up of the affairs of the Company following the occurrence of a Dissolution Event, the Company assets shall be applied and distributed in the following order of priority:

(a) First, to the payment of any debts and liabilities of the Company, including debts owed to the sole Member.

(b) Second, to the setting-up of reserves to provide for any contingent liabilities or obligations of the Company, and any such reserves which are not applied to such liabilities or obligations shall be distributed in accordance with clause (c) below.

(c) Third, to the sole Member.

All payments under this Section 5.2 shall be made as soon as reasonably practicable after the occurrence of the Dissolution Event.

ARTICLE VI TRANSFERS OF INTERESTS

6.1. Restriction on Transfers. Any attempted Transfer in violation of this Agreement shall be void and without legal effect. If, notwithstanding the immediately preceding sentence, the Company is required under applicable law to recognize a Transfer that is made in violation of this Agreement, then such Transfer shall not give the transferee any rights to participate in the management of the business of the Company or to become a substituted Member; any such transferee shall only be entitled to receive the distributions and to share in the allocations of items of income, gain, deduction, or loss to which the transferor would be entitled with respect to the Units that are the subject of the Transfer.

6.2. Permitted Transfers. Subject to Section 6.3, the sole Member may Transfer Units to any Person, and any Person receiving Units as permitted under this Section 6.2 shall become a substituted Member as to such Units. Any Units transferred as permitted under this Section 6.2 shall nevertheless remain subject to the terms of this Agreement in the hands of the transferee.

6.3. Involuntary Transfers. In the event of an Involuntary Transfer (other than a Transfer for which the sole Member provides advance written consent), the transferee shall not obtain any rights to participate in the management of the business and affairs of the Company or to become a substituted Member; any such transferee shall only be entitled to receive the distributions to which the transferor would be entitled with respect to the Units that are the subject of the Involuntary Transfer.

ARTICLE VII DISSOLUTION AND TERMINATION

7.1. Dissolution. The Company shall be dissolved upon the occurrence of any of the following events (each, a "Dissolution Event"):

- (a) A written agreement to dissolve is signed by the sole Member; or
- (b) The judicial dissolution of the Company pursuant to the Act.

Notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Dissolution Event.

7.2. Effect of Dissolution. Upon a Dissolution Event, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business (including the sale or distribution of Company assets in an orderly manner), and such assets shall be applied in the manner and in the order of priority set forth in Section 5.2. As soon as possible following the occurrence of a Dissolution Event, the appropriate representative of the Company shall execute certificate of dissolution in such form, and shall file such articles in such manner, as is prescribed by the Act.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1. Notices. Any notice, consent, request, authorization, or approval permitted or required under this Agreement shall make specific reference to the fact that the notice is pursuant to this Agreement, shall be in writing, shall be hand delivered, by first-class mail, electronic mail, facsimile transmission (fax), overnight delivery service, or by registered or certified mail, and shall be directed to the parties at the addresses described below in this Section (or at such other address as shall be given in writing by a party hereto). Any such notice shall be deemed to have been duly given and to have become effective (i) in the case of hand delivery, when delivered, (ii) in the case of facsimile, when received by the recipient in legible form and the sender has received an electronic confirmation of receipt of the transmission (*provided, however, that such transmission and confirmation are received by 5:00 p.m., local time, on a*

business day; otherwise, such transmission shall be deemed to have been received on the next business day), (iii) in the case of overnight delivery, upon the date of delivery indicated in the records of such delivery service, and (iv) 3 business days after having been deposited in the postal pick-up location. Any notice to the Company shall be sent to it at its principal place of business. Any notice to a Director shall be sent to the most recent address for such Director as reflected in the records of the Company.

8.2. Choice of Law and Severability. This Agreement shall be construed, interpreted, and enforced in accordance with the internal laws and decisions of the State of Delaware. If any provision of this Agreement shall be contrary to the laws of Delaware or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law, and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

8.3. Captions, Gender, References, and Number. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. The words such as "herein", "hereinafter", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. All references to "Section" or "Article" shall be construed to mean the corresponding Section or Article in this Agreement, unless clearly indicated to the contrary. Any reference to a Person includes, as the context may require, a reference to any predecessor or successor. The terms "including" and "include" shall mean "including without limitation" and "include without limitation", respectively.

8.4. Third-Party Beneficiaries. Nothing in this Agreement shall be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to provisions of this Agreement, except for (i) claims made regarding the authority to act on behalf of the Company pursuant to the provisions of Section 4.17, and (ii) the indemnification rights granted pursuant to Section 4.18. In particular, but without limitation, the provisions of this Agreement are not for the benefit of, and may not be enforced by, any creditors of the Company that are not Members.

8.5. Entire Agreement. This Agreement, including any Schedules and Exhibits, constitutes the entire agreement regarding the terms and operations of the Company, except as amended in writing pursuant to the requirements of this Agreement, and supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties with respect to the subject matter of this Agreement.

8.6. Counterparts. This Agreement may be executed by facsimile signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement,
effective as of the date first set forth above.

COMPANY:

METALEX, LLC

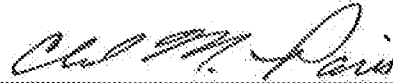


Name: Kevin Kuznicki

Title: Vice President and Secretary

SOLE MEMBER:

JASON INCORPORATED



Name: Chad Paris

Title: Vice President

Exhibit A

MEMBERSHIP REGISTER

Name of Member	Number of Units
JASON INCORPORATED 833 East Michigan Street, Suite 900 Milwaukee, Wisconsin 53202	100

Exhibit B

Officers

Brian Kobylinski, President
Chad Paris, Vice President
Kevin Kuznicki, Vice President and Secretary
John Hengel, Vice President, Treasurer and Assistant Secretary

Directors

Brian Kobylinski
Chad Paris
Kevin Kuznicki

EXHIBIT C

Resolutions

See attached.

21555843.4

**CONSENT OF BOARD OF DIRECTORS
OF
METALEX, LLC**

The undersigned, being all of the members of the Board of Directors of Metalex, LLC, a Delaware limited liability company (the "Company"), hereby consent to the following actions without a formal meeting of the Board or Directors, or notice thereof, as of this 13th day of December, 2019:

A. Distribution and Purchase Transaction.

WHEREAS, Jason Incorporated, a Wisconsin corporation ("JI"), currently owns all of the issued and outstanding membership interests of Metalex, consisting of one hundred (100) units of Metalex (the "Metalex Securities"); and

WHEREAS, pursuant to that certain Purchase Agreement made and entered into as of the date hereof, by and among (i) Morton Global LLC, a Delaware limited liability company (the "Buyer"); (ii) MHIG LLC, a Delaware limited liability company; (iii) JI; and (iv) Jason International Holdings, Inc., a Nevada corporation (the "Purchase Agreement"), JI intends to sell to the Buyer, and the Buyer intends to purchase from JI, all right, title and interest in and to the Metalex Securities (the "Sale of Securities").

NOW, THEREFORE, BE IT RESOLVED, that each of the officers of the Company, who shall include Brian Kobylinski, Chad Paris, Kevin Kuznicki and John Hengel (collectively, the "Authorized Officers", and each, an "Authorized Officer") be, and each Authorized Officer hereby is, authorized, empowered and directed, in the name and on behalf of the Company, in such number of counterparts as such Authorized Officer shall deem advisable, to execute any and all certificates, agreements, instruments and other documents to which the Company will be a party as contemplated, required, necessary or appropriate for the effectuation of the Sale of Securities and the other transactions contemplated by the Purchase Agreement, and to file with any governmental filing or administrative office, and to pay any and all costs and expenses related thereto (such certificates, agreements, instruments and other documents referred to collectively as the "Transaction Documents"), with such changes therein and additions thereto as any Authorized Officer shall approve (the signing thereof by any Authorized Officer to be conclusive evidence of such Authorized Officer's approval of any such changes or additions), and to deliver counterparts of the Transaction Documents, so executed, to the other parties thereto against delivery to the Company of one or more counterparts to the Transaction Documents executed on behalf of the other parties thereto.

B. Omnibus Resolutions.

BE IT FURTHER RESOLVED, that each Authorized Officer be, and each Authorized Officer hereby is, authorized, empowered and directed to take all such further action, in the name and on behalf of the Company, as each Authorized Officer in such

Authorized Officer's sole discretion deems required, necessary or appropriate in order to carry out the essential intent and to accomplish the purposes of the foregoing resolutions and fully to perform the obligations of the Company contained in each of the documents delivered pursuant thereto, including, without limitation, abandoning execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby without any further action by any Authorized Officer; and

BE IT FURTHER RESOLVED, that all actions taken in good faith by any Authorized Officer in furtherance of the purposes of the foregoing resolutions prior to the date hereof, shall be, and they hereby are, approved, ratified and confirmed in all respects.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned have executed this Consent of Board of Directors of the Company, on one or more counterparts, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument, with facsimile or portable document format (.pdf) signatures deemed to be true and legally binding signatures.



.....
Brian Kobylinski

.....
Chad Paris

.....
Kevin Kuznicki

[Signature Page to Consent of Board of Directors of Metalex, LLC]

IN WITNESS WHEREOF, the undersigned have executed this Consent of Board of Directors of the Company, on one or more counterparts, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument, with facsimile or portable document format (.pdf) signatures deemed to be true and legally binding signatures.

Brian Kobylinski



Chad Paris

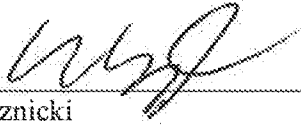
Kevin Kuznicki

[Signature Page to Consent of Board of Directors of Metalex, LLC]

IN WITNESS WHEREOF, the undersigned have executed this Consent of Board of Directors of the Company, on one or more counterparts, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument, with facsimile or portable document format (.pdf) signatures deemed to be true and legally binding signatures.

.....
Brian Kobylinski

.....
Chad Paris


.....
Kevin Kuznicki

[Signature Page to Consent of Board of Directors of Metalex, LLC]