

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7849699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	02/21/2023		
CONVEYING PARTY DATA			
Name			Execution Date
E/G ELECTRO-GRAPH, INC.			02/21/2023
RECEIVING PARTY DATA			
Name:	PLANSEE USA LLC		
Street Address:	2 FACTORY POND CIRCLE		
City:	GREENVILLE		
State/Country:	RHODE ISLAND		
Postal Code:	02828		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	8686640		
Patent Number:	9551061		
Patent Number:	9903016		
CORRESPONDENCE DATA			
Fax Number:	(954)925-1101		
<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:	954-925-1100		
Email:	OFFICE@PATENTUSA.COM		
Correspondent Name:	LERNER GREENBERG STEMER LLP		
Address Line 1:	P.O. BOX 2480		
Address Line 4:	HOLLYWOOD, FLORIDA 33022-2480		
ATTORNEY DOCKET NUMBER:	8,686,640-9,551,061-9,903		
NAME OF SUBMITTER:	RALPH E LOCHER		
SIGNATURE:	/RALPH E LOCHER/		
DATE SIGNED:	03/16/2023		
Total Attachments: 6			
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REEL: 063002 FRAME: 0639

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-FILED-

File No.: BA20230340969

Date Filed: 2/23/2023

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of February 21, 2023, by and between Plansee USA LLC, a Rhode Island limited liability company ("PLUS"), and E/G Electro-Graph, Inc., a California corporation ("EG").

WHEREAS, the sole member of PLUS and the board of directors and sole shareholder of EG have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its member and shareholder, as applicable; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, EG, in accordance with the Rhode Island Limited-Liability Company Act (the "RILLCA") and the California General Corporation Law (the "CAGCL"), will merge with and into PLUS, with PLUS as the surviving company (the "Merger").

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 7-16-60 of the RILLCA and Section 1113 of the CAGCL, EG shall be merged with and into PLUS at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of EG shall cease, and PLUS shall continue as the surviving company (the "Surviving Company").

2. Effective Time.

(a) Subject to the provisions of this Agreement, on a mutually agreed date, the parties shall duly prepare, execute and file (i) articles of merger (the "RI Articles of Merger") complying with Section 7-16-62 of the RILLCA with the Secretary of State of the State of Rhode Island with respect to the Merger, and (ii) a certificate of merger (the "CA Certificate of Merger") complying with Section 1113 of the CAGCL with the Secretary of State of the State of California with respect to the Merger. The Merger shall become effective on the date specified in the CA Certificate of Merger (the "Effective Time").

(b) The Merger shall have the effects set forth in the RILLCA and the CAGCL. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers and franchises of EG shall vest in PLUS, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of EG shall become the debts, liabilities, obligations and duties of PLUS, as the Surviving Company.

3. Organizational Documents. The operating agreement of PLUS, if any, in effect at the Effective Time shall be the operating agreement of the Surviving Company until thereafter amended as provided therein or by the RILLCA, and the articles of organization of PLUS in effect at the Effective Time shall be the articles of organization of the Surviving Company until thereafter amended as provided therein or by the RILLCA.

4. Managers. The Surviving Company shall be managed by its sole member from and after the Effective Time until such time as the sole member decides otherwise.

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5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of PLUS or EG or the sole shareholder of EG:

(a) each share of capital stock of EG issued and outstanding immediately prior to the Effective Time shall be canceled without payment of any consideration therefor and shall cease to exist; and

(b) each membership interest of PLUS issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable membership interest of the Surviving Company.

6. Surrender. At or before the Effective Time, EG shall surrender any and all outstanding certificates representing shares of capital stock of EG to the Surviving Company.

7. Entire Agreement. This Agreement together with the RI Articles of Merger and the CA Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements and understandings, written and oral, with respect to such subject matter hereof and thereof.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns and executors, administrators and heirs of each party hereto. This Agreement, and any rights or obligations existing hereunder, may not be assigned or otherwise transferred by any party without the prior written consent of the other parties hereto.


9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island, without giving effect to principles of conflicts of law.

10. Counterparts. This Agreement may be executed in two or more counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. 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 executed this Agreement as of the date first above written.

PLANSEE USA LLC

By: 
Name: Mr. Peter Aldrian
Title: President and Chief Executive Officer

E/G ELECTRO-GRAPH, INC.

By: 
Name: Mr. Michael Reilly
Title: Director, President, Chief Executive
Officer, Chief Financial Officer and
Secretary

[Signature Page to Agreement and Plan of Merger]

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.



2023.02.23

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

Damir Blazevic, Manager

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

B1480-4443 02/23/2023 5:00 PM Received by California Secretary of State

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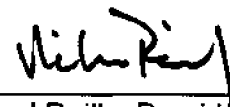
**Certificate of Approval
of
Agreement of Merger**

I, Michael Reilly, hereby certify that:

1. I am the president and the secretary of E/G Electro Graph Inc., a California corporation, with California Entity Number 1083608.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 4, 866.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: February 21, 2023



Michael Reilly, President & Secretary

Attachment: Agreement and Plan of Merger



State of California Secretary of State

OBE MERG

P

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

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1. NAME OF SURVIVING ENTITY Plansee USA LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER None	4. JURISDICTION Rhode Island												
5. NAME OF DISAPPEARING ENTITY E/G Electro-Graph, Inc.	6. TYPE OF ENTITY corporation	7. CA SECRETARY OF STATE FILE NUMBER 1083608	8. JURISDICTION California												
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)															
<u>SURVIVING ENTITY</u> <table border="1"> <thead> <tr> <th>CLASS AND NUMBER</th> <th>AND</th> <th>PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>100% Membership interests</td> <td></td> <td>100%</td> </tr> </tbody> </table>		CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	100% Membership interests		100%	<u>DISAPPEARING ENTITY</u> <table border="1"> <thead> <tr> <th>CLASS AND NUMBER</th> <th>AND</th> <th>PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>4,866 Common Stock</td> <td></td> <td>100%</td> </tr> </tbody> </table>		CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	4,866 Common Stock		100%
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100% Membership interests		100%													
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED													
4,866 Common Stock		100%													

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

☐ No vote of the shareholders of the parent party was required.
 ☐ The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.

Rhode Island Limited-Liability Company Act

15. FUTURE EFFECTIVE DATE, IF ANY

 03 - 01 - 2023
 (Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

February 21, 2023

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

February 21, 2023

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

February 21, 2023

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

 Werner Kofelenz, Manager
 TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

 Peter Aldrian, Manager
 TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

 Michael Reilly, President and Secretary
 TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:

OBE MERGER-1 (REV 01/2018)

APPROVED BY SECRETARY OF STATE

PATENT

RECORDED: 03/16/2023

REEL: 063002 FRAME: 0645