

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI219110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/19/2018
CONVEYING PARTY DATA	
Name	Execution Date
GTO Access Systems, LLC	12/19/2018
RECEIVING PARTY DATA	
Company Name:	Nortek Security & Control LLC
Street Address:	5919 Sea Otter Place, Suite 100
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11820070
CORRESPONDENCE DATA	
Fax Number:	6098961469
<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:	6098963600
Email:	ipdocket@foxrothschild.com
Correspondent Name:	James Singer
Address Line 1:	Fox Rothschild LLP
Address Line 2:	997 Lenox Drive
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311
ATTORNEY DOCKET NUMBER:	365126.00009
NAME OF SUBMITTER:	JENNIFER LUTZ
SIGNATURE:	JENNIFER LUTZ
DATE SIGNED:	05/08/2024
Total Attachments: 3	
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**AGREEMENT AND PLAN OF MERGER
OF
GTO ACCESS SYSTEMS, LLC
WITH AND INTO
NORTEK SECURITY & CONTROL LLC**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 19, 2018, is made by and between GTO Access Systems, LLC, a Florida limited liability company (the "Merged Entity"), and Nortek Security & Control LLC, a California limited liability company (the "Acquiror" and, together with the Merged Entity, the "Constituent Entities").

WHEREAS, each of the Constituent Entities have agreed to the merger of the Merged Entity with and into the Acquiror (the "Merger");

WHEREAS, the sole member of the Acquiror has approved the Merger in accordance with the Florida Revised Limited Liability Company Act (the "Florida LLC Act") and the operating agreement of the Acquiror;

WHEREAS, the sole member of the Merged Entity has approved the Merger in accordance with the Florida LLC Act and the operating agreement of the Merged Entity; and

WHEREAS, the Constituent Entities have agreed to execute this Agreement as provided under the Florida LLC Act.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Constituent Entities hereby agree as follows:

1. The Merger. Effective as of 11:59 p.m. Eastern Standard Time on December 31, 2018 (the "Effective Time"), in accordance with this Agreement and the Florida LLC Act, the Merged Entity shall be merged with and into the Acquiror, the separate existence of the Merged Entity shall cease, and the Acquiror shall continue as the surviving entity (the "Surviving Entity") following the completion of the Merger.

2. Effect of the Merger. When the Merger has been effected, the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all the rights, privileges, powers and franchises of each of the Constituent Entities and all property, real, personal and mixed, including, without limitation, all tax attributes of the Constituent Entities, and all debts due to either of the Constituent Entities on whatever account, and all other things in action or belonging to either of the Constituent Entities shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of the Constituent Entities, and the title to any real estate vested by deed or otherwise, in either of the Constituent Entities, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of each Constituent Entity shall thereafter attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. Consummation of the Merger. The parties hereto will cause the Merger to be consummated by filing a Certificate of Merger with the Secretary of State of the State of Florida in such form as required by, and executed in accordance with, the relevant provisions of the Florida LLC Act.

4. Corporate Organizational Documents; Management. The articles of organization of the Surviving Entity shall be the articles of organization of the Acquiror as in effect immediately prior to the Effective Time until thereafter amended as provided therein and under the California Revised Uniform Limited Liability Company Act (the "California LLC Act"). The operating agreement of the Surviving Entity shall be the operating agreement of the Acquiror as in effect immediately prior to the Effective Time until thereafter amended as provided therein and under the California LLC Act. The managing member of the Acquiror immediately prior to the Effective Time shall be the managing member of the Surviving Entity immediately following the Effective Time, and such person shall serve in such positions for the terms provided by law or in the constituent documents of the Surviving Entity, or until its successor is appointed and qualified.

5. Treatment of Equity Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or the holders of any of the limited liability company interests of the Constituent Entities:

(a) Each limited liability company interest of the Acquiror issued and outstanding immediately prior to the Effective Time will remain an identical issued and outstanding liability company interest of the Surviving Entity, unaffected by the Merger and held by the person or entity who was the holder of such limited liability company interest immediately prior to the Effective Time.

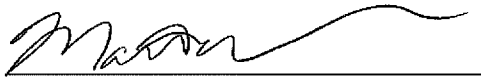
(b) All limited liability company interests in the Merged Entity issued and outstanding immediately prior to the Effective Time will be canceled and no consideration shall be issued in respect thereof.

6. Taking of Necessary Action. Each of the Constituent Entities shall use all reasonable efforts to take all such actions as may be necessary or appropriate in order to effectuate the Merger under the California LLC Act, the Florida LLC Act or any other applicable laws. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of either of the Constituent Entities, the officers and directors of the Surviving Entity are fully authorized in the name of each Constituent Entity to take all such lawful and necessary actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

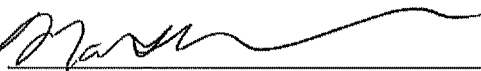
GTO ACCESS SYSTEMS, LLC

By: 

Name: Matthew Nozemack

Title: Vice President and Secretary

NORTEK SECURITY & CONTROL LLC

By: 

Name: Matthew Nozemack

Title: Vice President and Secretary