

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/27/2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
API/Weinschel, Inc.		12/27/2022	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Spectrum Control, Inc.
Street Address:	8031 Avonia Road
City:	Fairview
State/Country:	PENNSYLVANIA
Postal Code:	16415
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1683689	PLANAR CROWN
Registration Number:	2449615	SMARTSTEP
Registration Number:	2092344	WEINSCHEL

CORRESPONDENCE DATA

Fax Number: 7168490349

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: 7168564000

Email: ipdocketing@hodgsonruss.com

Correspondent Name: hodgson russ llp

Address Line 1: 140 Pearl Street

Address Line 2: Suite 100

Address Line 4: Buffalo, NEW YORK 14202

NAME OF SUBMITTER:	Blair K. Andrews
SIGNATURE:	/blair k andrews/
DATE SIGNED:	05/24/2023

Total Attachments: 3

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OP \$90.00 1683689

**AGREEMENT AND PLAN OF MERGER
OF
API/WEINSCHEL, INC.
WITH AND INTO
SPECTRUM CONTROL, INC.**

This AGREEMENT AND PLAN OF MERGER, dated as of December 27, 2022 (this “Agreement”), is by and between API/Weinschel, Inc., a Michigan corporation (“Weinschel”), and Spectrum Control, Inc., a Pennsylvania corporation (“Spectrum”).

WHEREAS, Weinschel has 60,000 authorized shares of common stock, 500 shares of which (representing all of the issued and outstanding shares of common stock of Weinschel) are held by API Technologies Corp., a Delaware corporation (“API Technologies”);

WHEREAS, Spectrum has 100 authorized shares of common stock, all of which are issued and outstanding and held by API Technologies; and

WHEREAS, subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), Weinschel and Spectrum desire to merge, with Spectrum to be the surviving corporation of the merger (the “Surviving Corporation”).

NOW, THEREFORE, for and in consideration of the premises and the representations, warranties, covenants and agreements contained herein, Weinschel and Spectrum do represent, warrant, covenant and agree as follows:

1. Merger. At the Effective Time, Weinschel shall be merged with and into Spectrum, pursuant to the laws of the State of Michigan and the Commonwealth of Pennsylvania (the “Merger”). To effect the Merger, pursuant to the laws of the State of Michigan and Commonwealth of Pennsylvania, Spectrum will file a certificate of merger with the Michigan Department of Licensing and Regulatory Affairs and a statement of merger with the Secretary of State of Pennsylvania, which will provide that the Merger shall be effective as of the Effective Time. Spectrum will be the Surviving Corporation in the Merger. The name of the Surviving Corporation will be Spectrum Control, Inc., a Pennsylvania corporation.

2. Terms of Merger; Effective Time. The terms and conditions of the Merger are set forth in this Agreement. The Merger will become effective as of 11:59 PM Eastern Time on December 31, 2022 (the “Effective Time”).

3. Effect of the Merger. At the Effective Time, the Surviving Corporation shall succeed to all the rights, privileges, immunities, powers, franchises, properties and contracts of Weinschel and Spectrum, and shall be subject to all the debts, liabilities and duties of Weinschel and Spectrum.:

4. Cancellation of Weinschel Shares. At the Effective Time, by virtue of the Merger and without any other action on the part of Weinschel or Spectrum, each share of common stock of Weinschel outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be cancelled and extinguished without any payment of any consideration therefor, and shall thereafter cease to exist.

5. Spectrum Shares. At the Effective Time, by virtue of the Merger and without any other action on the part of Weinschel or Spectrum, the issued and outstanding shares of Spectrum shall remain issued and outstanding and represent shares of capital stock of the Surviving Corporation.

6. Certificate of Incorporation and Bylaws. From and after the Effective Time, (a) the Certificate of Incorporation of Spectrum in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation and (b) the Bylaws of Spectrum in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, each until altered or amended in accordance with their respective provisions and applicable law.

7. Directors and Officers. The directors and officers of Spectrum immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers of the Surviving Corporation, each to hold office until their respective successors are duly elected or appointed and qualified, or until their earlier death, resignation or removal.

8. Solvency. Each of Weinschel and Spectrum represents and warrants as of the date hereof that the fair market value of the assets of Weinschel exceeds (i) the sum of the liabilities to be assumed by Spectrum in the Merger plus, (ii) the amount of liabilities, if any, to which the assets of Weinschel are subject.

9. Intended U.S. Tax Treatment. It is the express intention of each of Weinschel and Spectrum that for all U.S. federal income tax and applicable state income and franchise tax purposes, (a) this Agreement and the adoption of resolutions by the applicable parties authorizing and approving the Merger, together, are hereby adopted as a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-2, and (b) the Merger constitutes a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

10. Amendment. This Agreement may be amended or waived only by a written instrument executed by both parties hereto at any time prior to the Effective Time.

11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its principles and conflicts of laws.

12. Counterparts. This Agreement may be executed in two or more counterparts and by electronic means (including .pdf or facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

14. Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the day and year first above written.

API/WEINSCHTEL, INC.

DocuSigned by:
By: Douglas J. Wingenbach
Name: Douglas J. Wingenbach
Title: Authorized Signatory

SPECTRUM CONTROL, INC.

DocuSigned by:
By: Douglas J. Wingenbach
Name: Douglas J. Wingenbach
Title: Authorized Signatory