

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Certificate of Merger		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monzi, Inc.		06/05/2006	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Monzi, LLC		
Street Address:	1645 Village Center Circle, Suite 170		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89134		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3027215	LEAF DEFIER	
CORRESPONDENCE DATA			
Fax Number:	(302)658-5614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-658-9141		
Email:	progowski@cblh.com		
Correspondent Name:	Patricia Smink Rogowski		
Address Line 1:	1007 N. Orange Street		
Address Line 4:	Wilmington, DELAWARE 19801		
ATTORNEY DOCKET NUMBER:	00124-01264		
NAME OF SUBMITTER:	Patricia Smink Rogowski		
Signature:	/Patricia Smink Rogowski/		
Date:	05/24/2010		

OP \$40.00 3027215

Total Attachments: 6

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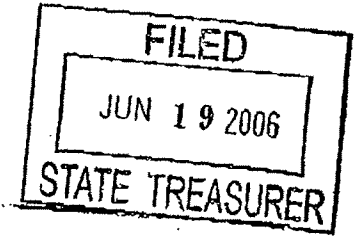
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ent By: OSHINS & ASSOCIATES;

702 341 6000;



**CERTIFICATE OF MERGER OF
MONZI, INC.
A NEW JERSEY CORPORATION
WITH AND INTO
MONZI, LLC
A NEVADA LIMITED LIABILITY COMPANY**

To: State of New Jersey
Department of the Treasury
Division of Revenue

Pursuant to Section 14A:10-1 of the New Jersey Business Corporation Act (the "Act"), the undersigned entities, Monzi, Inc., a New Jersey Corporation with New Jersey Business Identification # 0100922527 (the "Corporation"), and Monzi, LLC a Nevada Limited Liability Company (the "LLC"), do hereby execute the following Certificate of Merger for the purpose of merging the Corporation with and into the LLC.

1. The Corporation shall merge with and into the LLC, and the LLC shall be the surviving entity. The name of the surviving entity is Monzi, LLC.
2. A copy of the Agreement and Plan of Merger, dated ~~April~~ ^{JUNE} 5, 2006, which has been approved and executed by the Corporation and the LLC (the "Plan of Merger"), setting forth the terms and conditions of the merger of the Corporation with and into the LLC (the "Merger") is attached hereto as Exhibit A and is made a part hereof.
3. The Plan of Merger was approved by the shareholders of the Corporation on ~~April~~ ^{JUNE} 5, 2006 and the Corporation has executed the Plan of Merger.
4. The Plan of Merger was approved by the members of the LLC on ~~April~~ ^{JUNE} 5, 2006 and the LLC has executed the Plan of Merger.
5. The Corporation has one thousand (1000) shares of voting common stock issued and outstanding, all of which are entitled to vote on the Plan of Merger. Pursuant to the unanimous written consent of the Shareholders of the Corporation, executed on ~~April~~ ^{JUNE} 5, 2006, the Shareholders approved the Plan of Merger with one thousand (1000) shares of voting common stock voting in favor of the Plan of Merger.
6. One hundred percent (100%) of the LLC's membership interest is issued and outstanding and the holders of said membership interest are entitled to vote on the Plan of Merger. Pursuant to the unanimous written consent of the Members of the LLC, executed on ~~April~~ ^{JUNE} 5, 2006, the Members approved the Plan of Merger with one hundred percent (100%) of their membership interest voting in favor of the Plan of Merger.

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Client By: OSHINS & ASSOCIATES;

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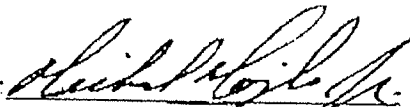
- 7. The Merger shall be effective immediately upon the filing of this Certificate of Merger.
- 8. A copy of the Plan of Merger will be furnished by the surviving entity to any Shareholder of the constituent corporation or Member of the LLC, on request by and without cost to such Shareholder or Member.
- 9. The Plan of Merger is on file at 1645 Village Center Circle, Suite 170, Las Vegas, Nevada 89134, the place of business of Monzi, LLC, the surviving entity.

IN WITNESS WHEREOF, each of the entities listed below have executed this Certificate of Merger on ~~April~~ ^{July} 5, 2006.

MONZI, INC.

By: 
 Name: Sheila McWeeney
 Title: President

MONZI, LLC

By: 
 Name: Michael Mozcika, Jr.
 Title: Manager

ent By: OSHINS & ASSOCIATES;

702 341 6000;

**EXHIBIT A
AGREEMENT AND PLAN OF MERGER**

SEE ATTACHED

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AGREEMENT AND PLAN OF MERGER
BETWEEN

MONZI, LLC, a Nevada Limited Liability Company

AND

MONZI, INC., a New Jersey Corporation

This Agreement and Plan of Merger is entered into on the 5th day of JUNE, 2006, by and between MONZI, LLC, a Nevada Limited Liability Company (herein "Surviving Entity") and MONZI, INC., a New Jersey Corporation (herein "Merging Entity").

WITNESSETH:

WHEREAS, Surviving Entity is a Limited Liability Company organized and existing under the laws of the State of Nevada, and located at 1645 Village Center Circle, Suite 170, Las Vegas, Nevada 89134; and

WHEREAS, Merging Entity is a Corporation organized and existing under the laws of the State of New Jersey, and located at 1003 13th Avenue, Belmar, New Jersey 07719.

NOW THEREFORE, in consideration of the agreements, covenants and provisions hereinafter contained, Surviving Entity and Merging Entity have agreed and do hereby agree as follows:

Article I

Merging Entity and Surviving Entity shall be merged into a single Nevada Limited Liability Company, by Merging Entity merging into Surviving Entity. On the effective date of the merger, the separate existence of Merging Entity ceases and Surviving Entity shall succeed, without other transfer, to all the rights, privileges, property, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Merging Entity and shall be subject to all the debts and liabilities of Merging Entity in the same manner as if Surviving Entity had itself incurred them, all as provided in NRS Chapter 92A and the General Corporation Law of the State of New Jersey. Merging Entity shall execute any conveyances, assignments, transfers or other documents necessary to accomplish the foregoing.

Article II

The purpose of the reorganization is to simplify the management structure of the corporation, centralizing the management of the business in the LLC's manager, and eliminating burdensome corporate meeting and record-keeping requirements. An

ancillary purpose is to provide an enhanced level of protection to the business and its owners.

Article III

The outstanding shares of Merging Entity shall be cancelled without consideration.

Article IV

The effective date of the merger is the later of the date when this Merger is filed with the office of the Secretary of State of the State of Nevada or the date when the Certificate of Merger that is filed with the office of the New Jersey Secretary of State becomes effective.

Article V

The identity of the Managers and Officers of Surviving Entity shall not change by reasons of this merger and the persons listed below shall continue in the position preceding their names:

Manager:	MICHAEL MOZEIKA JR.
Manager:	MICHAEL MOZFIKA III
President:	SHEILA McWEENEY
Vice President:	MICHAEL MOZEIKA JR.
Secretary:	KATHLEEN COLLINS
Treasurer:	MICHAEL MOZEIKA III

Article VI

The Articles of Organization and Operating Agreement of Surviving Entity shall not be modified by reasons of this merger and are hereby confirmed by all parties.

Article VII

7.1 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties hereto concerning the merger and any promises, representations, inducements, or conditions not herein expressly set forth are of no force or effect. No change or modification of this Agreement shall be valid unless it is in writing and signed by all of the parties.

7.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of successors, assigns, personal representatives, heirs and legatees of the respective parties.

7.3 Nevada Law and Severability. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada. If any term or provision in this Agreement is invalid, illegal, or unenforceable, then the Parties agree, authorize, and

direct that such term or provision shall, to the extent possible, be modified in such manner as is necessary for such provision: (i) to be valid, legal, and enforceable, and (ii) to retain, as most nearly possible, the intent of the parties as expressed by this Agreement. Provided, however, if such a modification is not possible, then such provision shall be severed from this Agreement. Provided, further, in no event shall either:

(a) a finding that one or more terms of this Agreement is invalid, illegal, or unenforceable term, or

(b) the modification or severance of any term or provision pursuant to this Section 7.3,

affect or impair the validity, legality or enforceability of any other term or provision in this Agreement.

7.4 Advice of Counsel. Each party agrees that they have been advised to seek separate counsel regarding this contract and the potential rights they are giving up. Each party also acknowledges that they have received advice of separate counsel, or that they hereby, with full knowledge and consent waive said right.


IN WITNESS WHEREOF, the parties have executed this Agreement.


MONZI, LLC

By: 
MICHAEL MOZEIKA JR., Manager

By: 
MICHAEL MOZEIKA III, Manager

MONZI, INC.

By: 
SHEILA McWEENEY, President

By: 
KATHLEEN COLLINS, Secretary