

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/01/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Power Chews, LLC		11/01/2011
			LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Power Chews, LLC		
Street Address:	702 E. Seattle PL		
City:	Broken Arrow		
State/Country:	OKLAHOMA		
Postal Code:	74012		
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4131835	POWER CHEWS
CORRESPONDENCE DATA			
Fax Number:	9185852444		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	918-584-1600		
Email:	marshall@barrowgrimm.com		
Correspondent Name:	Adam K. Marshall		
Address Line 1:	110 W. 7th Street		
Address Line 2:	Suite 900		
Address Line 4:	Tulsa, OKLAHOMA 74119		
ATTORNEY DOCKET NUMBER:	8723.020		
NAME OF SUBMITTER:	Adam K. Marshall		

OP \$40.00 4131835

Signature:	/AKM/
Date:	09/18/2012
Total Attachments: 4 source=Certificate of Merger Oklahoma#page1.tif source=Articles of Merger#page1.tif source=Articles of Merger#page2.tif source=Assignment of Trademark 10-31-11#page1.tif	

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF MERGER

WHEREAS,

POWER CHEWS, LLC

*a limited liability company organized under the laws of the State of OKLAHOMA, has filed in the office of the Secretary of State duly authenticated evidence of a merger whereby said limited liability company is the survivor, as provided by the laws of the State of Oklahoma.*

*NOW THEREFORE, I, the undersigned Secretary of State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such merger.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma.*



*Filed in the City of Oklahoma City this  
4th day of November, 2011, .*

*Secretary Of State*

**FILING FEE: \$100.00**

**PRINT CLEARLY**

## ARTICLES OF MERGER OR CONSOLIDATION

TO: OKLAHOMA SECRETARY OF STATE  
2300 N Lincoln Blvd., Room 101, State Capitol Building  
Oklahoma City, Oklahoma 73105-4897  
(405) 521-3912

**PLEASE NOTE:** Use this form **ONLY** when an Oklahoma limited liability company is the survivor.

The undersigned, for the purpose of filing articles of merger or consolidation pursuant to Title 18, Section 2054, does hereby execute the following articles of merger/consolidation:

1. The name and jurisdiction of formation or organization of each of the domestic limited liability companies or other business entities which are to merge or consolidate:

**NAME**

**JURISDICTION OF FORMATION**

Power Chews, LLC

Texas

Power Chews, LLC

Oklahoma

2. An agreement of merger or consolidation (circle the applicable term) has been approved and executed by each of the domestic limited liability companies or other business entities which is to merge or consolidate.
3. The name of the surviving or resulting limited liability company:

Power Chews, LLC

4. Check the statement applicable to the merger or consolidation:

- No amendments or changes are desired so that the articles of organization of the surviving limited liability company shall be its articles of organization.
- Any amendments or changes in the articles of organization of the surviving limited liability company as are desired to be effected by the terms of the merger are set out in an **attachment hereto**.
- The articles of organization of the limited liability company resulting from the consolidation is set forth in an **attachment hereto**.

**TRADEMARK**  
**REEL: 004863 FRAME: 0434**

5. The **future** effective date, which shall be a date or time certain, of the merger or consolidation if it is not to be effective upon the filing of these articles: \_\_\_\_\_

6 The agreement of merger or consolidation is on file at the principal place of business of the surviving or resulting domestic limited liability company at the following address:

702 E. Seattle Pl.	Broken Arrow	OK	74012
STREET ADDRESS	CITY	STATE	ZIP CODE

7. A copy of the agreement of merger or consolidation shall be furnished by the surviving or resulting domestic limited liability company, upon request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**Articles of Merger/Consolidation must be signed by a manager.**

Dated: 10/29/11

  
\_\_\_\_\_  
Signature

Jason Burk, Manager  
\_\_\_\_\_  
Type or Print Name & Title, If Applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name & Title, If Applicable

(SOS FORM 0085-11/98)

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT OF TRADEMARK made effective as of the 31<sup>st</sup> day of October, 2011, by POWER CHEWS, LLC, a Texas limited liability company ("Assignor") to and in favor of POWER CHEWS, LLC, an Oklahoma limited liability company, ("Assignee").

**WITNESSETH:**

WHEREAS, it is the intention of the parties that Assignee have Assignor's entire interest and goodwill, as well as the sole and exclusive right, in and to the trademark, servicemark, and trade designation of "POWER CHEWS" (the "Subject Mark"), such being the subject of an application for registration with the United States Patent and Trademark Office, Trademark Serial No. 85406970, with a filing date of August 25, 2011; and

WHEREAS, Assignor, reaffirming and acknowledging that Assignee should have Assignor's entire interest and goodwill, as well as the sole and exclusive right, in and to the Subject Mark, desires to grant, assign and quit-claim to Assignee whatever interest and goodwill he may possess in the Subject Mark, if any.

NOW, THEREFORE, for and in consideration of the premises and the agreements and the covenants set forth herein, Assignor does hereby ASSIGN, TRANSFER, SET-OVER AND DELIVER unto Assignee, all of its rights, title, interest, benefits and privileges in, to and under the Subject Mark, together with all rights to sue for infringement of the Subject Mark, whether arising prior to or subsequent to the date of this Assignment of Trademark, and any and all renewals and extensions thereof that may be hereafter secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment of Trademark not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademark shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to the principals of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor executes this Assignment of Trademark as of the date first above written.

POWER CHEWS, LLC,  
A Texas limited liability company

By:

  
\_\_\_\_\_  
Jason Burk, CEO