

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2001		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Halo Electronics, Inc.		12/01/2000
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Halo Electronics, Inc.		
Street Address:	2880 Lakeside Drive, Suite 116		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	74246849	HALO
CORRESPONDENCE DATA			
Fax Number:	8777697945		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6508395070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa Greenwald-Swire		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	22168		
NAME OF SUBMITTER:	Kimberley J. Thompson, paralegal		
Signature:	/Kimberley J. Thompson/		

CH \$40.00 74246849

Date:

12/11/2012

Total Attachments: 6

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ARTICLES OF MERGER
FOR
HALO ELECTRONICS, INC.
A Nevada Corporation

FILED # C24630-00
DEC 26 2000
IN THE OFFICE OF
Debra Helms
DEAN HELMS SECRETARY OF STATE

1. The name and state of incorporation of each of the constituent corporations are as follows:
 - a. Surviving Corporation: HALO ELECTRONICS, INC., a Nevada corporation.
 - b. Disappearing Corporation: HALO ELECTRONICS, INC., a California corporation.

2. On December 1, 2000, an agreement of merger was approved, adopted, certified, executed and acknowledged by a unanimous vote of the shareholders and directors of each of the constituent corporations named in Paragraph 1 above in accordance with the laws of the State of Nevada, as to Halo Electronics, Inc., a Nevada corporation, and with the laws of the State of California as to Halo Electronics, Inc., a California corporation.

3. The merger is to be effective January 1, 2001.

4. Halo Electronics, Inc., a Nevada corporation, has authorized capital of 10,000 no par common shares. All issued and outstanding common shares entitled to vote on the merger voted in favor of such merger.

5. The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation, without amendment.

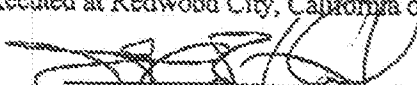
6. The complete executed plan of merger in the form of a Merger Agreement dated December 1, 2000, is on file at the registered office of the surviving corporation, Halo Electronics, Inc., 3005 East Post Road, Las Vegas, Nevada.

Certification of Halo Electronics, Inc., a Nevada corporation

We declare under penalty of perjury that the foregoing matters stated in this certificate are true to our knowledge, and that we are, respectively, the President and Secretary of Halo Electronics, Inc., a Nevada corporation. Executed at Redwood City, California on 12/1, 2000.



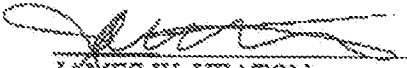
JAMES W. HEATON
President



JEFFREY R. HEATON
Secretary

Certification of Halo Electronics, Inc., a California corporation

We declare under penalty of perjury that the foregoing matters stated in this certificate are true to our knowledge, and that we are, respectively, the President and Secretary of Halo Electronics, Inc., a California corporation. Executed at Redwood City, California on 12/1/00, 2000.



JAMES W. HEATON
President



JEFFREY R. HEATON
Secretary

MERGER AGREEMENT

HALO ELECTRONICS, INC.
a California Corporation

with and into

HALO ELECTRONICS, INC.
a Nevada Corporation

under the name of

"HALO ELECTRONICS, INC.
a Nevada corporation"

THIS AGREEMENT is made this 3rd day of December, 2000, by and between HALO ELECTRONICS, a California corporation, hereinafter "HALO CALIFORNIA," and HALO ELECTRONICS, a Nevada corporation, hereinafter "HALO NEVADA."

RECITALS

A. HALO NEVADA is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. There are currently issued and outstanding 6,000 shares of common stock in HALO ELECTRONICS, INC., a Nevada corporation, held by the following shareholders:

Shareholder	No. of Shares
James S. Heaton and Marian W. Heaton, Trustees of The James S. Heaton and Marian W. Heaton Family Trust dated December 8, 1983	680
James W. Heaton and Deirdre S. Heaton, Trustee of the Heaton Family Trust dated September 1, 2000	2,390
Jeffrey R. Heaton and Mary L. Heaton, Trustees of the Heaton Family Living Trust Dated October 4, 2000	2,390
Janet R. Duncan	365
Daniel C. Duncan	25
Sandi R. Lomeli	25
Robert J. Heaton	25
Jonathan P. Heaton	25
Lindsey M. Heaton	25
Brian T. Hoyt	25
Kevin M. Hoyt	25

B. HALO CALIFORNIA is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. There are currently issued and outstanding 60,000 common shares in HALO ELECTRONICS, INC., a California corporation, held by the following shareholders:

Shareholder	No. of Shares
James S. Heaton and Marian W. Heaton, Trustees of The James S. Heaton and Marian W. Heaton Family Trust dated December 8, 1983	6,800
James W. Heaton and Deirdre S. Heaton, Trustee of the Heaton Family Trust dated September 1, 2000	23,900
Jeffrey R. Heaton and Mary L. Heaton, Trustees of the Heaton Family Living Trust Dated October 4, 2000	23,900
Janet R. Duncan	3,650
Daniel C. Duncan	250
Sandi R. Lomeli	250
Robert J. Heaton	250
Jonathan P. Heaton	250
Lindsey M. Heaton	250
Brian T. Hoyt	250
Kevin M. Hoyt	250

C. HALO NEVADA is to be the surviving corporation, as that term is defined in the General Corporation Law of Nevada, to the merger described in this Agreement.

I. MERGER

1.01. Surviving Corporation

HALO CALIFORNIA shall be merged into HALO NEVADA under the laws of the State of Nevada effective January 1, 2001.

II. TERMS AND CONDITIONS

2.01. Negative Covenants

Between the date of this Agreement and the date on which the merger shall become effective, neither party shall:

- a. Declare or pay any dividends to its shareholders;
- b. Except in the normal course of business and for adequate value, dispose of any of its assets.

2.02. Further Assignments or Assurances

If at any time the surviving corporation shall deem it advisable that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of HALO CALIFORNIA, or otherwise carry out the provisions hereof, the proper officers and directors of HALO CALIFORNIA as of the effective date of the merger, shall execute and deliver all property deeds, assignments, confirmations, and assurances in law to do so.

III. BASIS OF CONVERTING SHARES

a. At the effective date of the merger, each share of HALO CALIFORNIA shall be retired, and no HALO CALIFORNIA shares will be converted into any of shares of HALO NEVADA. The parties agree that the Shareholders of HALO CALIFORNIA are one and the same Shareholders of HALO NEVADA, and own shares in each corporation in identical proportions.

b. Any shares of the disappearing corporation held by the disappearing corporation in its treasury on the effective date of the merger shall be surrendered to the surviving corporation for cancellation.

3.02. Shares of Survivor

The presently outstanding 6,000 shares of common stock of HALO NEVADA shall remain outstanding as common stock of the surviving corporation.

IV. DIRECTORS

4.01. Board of Survivor

The following named persons shall serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and have qualified: JAMES S. HEATON (Chairman), JAMES W. HEATON, and JEFFREY R. HEATON.

V. ARTICLES OF INCORPORATION

5.01. Articles of Survivor

The articles of HALO NEVADA shall continue in full force as the articles of the surviving corporation until further altered, amended as provided therein, or as provided by law.

VI. BYLAWS

6.01. Bylaws of Survivor

The bylaws of HALO NEVADA, as existing on the effective date of the merger, shall continue in full force as the bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

VII. MISCELLANEOUS PROVISIONS

7.01. Any notice, request, demand or other communication required hereunder shall be deemed to be properly given when deposited in the United States mail addressed as follows:

HALO CALIFORNIA

JAMES W. HEATON, President
HALO ELECTRONICS, INC.
3698D Haven Avenue
Redwood City CA 94063

HALO NEVADA

JAMES W. HEATON, President
HALO ELECTRONICS, INC.
3005 East Post Road
Las Vegas, NV 89103

7.02. In the event any party to this Agreement commences action to enforce or interpret any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.

7.03. This agreement shall be governed by the laws of the State of Nevada.

EXECUTED on the date first above written in Redwood City, California.

HALO ELECTRONICS, INC.,
A California Corporation

HALO ELECTRONICS, INC.
A Nevada Corporation

BY: 

JAMES W. HEATON, President

BY: 

JAMES W. HEATON, President