

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	MERGER			
EFFECTIVE DATE:	01/05/2011			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Astrum Solar LLC		01/05/2011	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA				
Name:	Astrum Solar, Inc.			
Street Address:	8955 Henkels Lane, Suite 508			
City:	Annapolis Junction			
State/Country:	MARYLAND			
Postal Code:	20701			
Entity Type:	CORPORATION: MARYLAND			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3765283	SEE A SUNNY DAY IN A WHOLE NEW WAY	
	Registration Number:	3677650	ASTRUM SOLAR	
	Serial Number:	77650750	ASTRUM SOLAR	
CORRESPONDENCE DATA				
Fax Number:	4432670036			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	410-443-1637			
Email:	josh.goldberg@astrumsolar.com			
Correspondent Name:	Joshua Goldberg			
Address Line 1:	8955 Henkels Lane, Suite 508			
Address Line 4:	Annapolis Junction, MARYLAND 20701			
NAME OF SUBMITTER:	Joshua Goldberg			

OP \$90.00 3765283

Signature:	/Joshua Goldberg/
Date:	05/17/2013
<b>Total Attachments: 4</b> source=SDAT Inc. 11.01.05 Articles of Merger#page1.tif source=SDAT Inc. 11.01.05 Articles of Merger#page2.tif source=SDAT Inc. 11.01.05 Articles of Merger#page3.tif source=SDAT Inc. 11.01.05 Articles of Merger#page4.tif	

# CORPORATE CHARTER APPROVAL SHEET

**\*\*EXPEDITED SERVICE\*\***

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 11 BUSINESS CODE \_\_\_\_\_

# \_\_\_\_\_

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) Astrum

Solar, LLC

W 12370151

Surviving (Transferee) Astrum

Solar, Inc.

D 13259569



ID # D13259569 ACK # 1000362001043985  
PAGES: 0004  
ASTRUM SOLAR, INC.

01/05/2011 AT 04:33 P WO # 0003744310

New Name \_\_\_\_\_

### FEES REMITTED

Base Fee:	<u>100</u>
Org. & Cap. Fee:	_____
Expedite Fee:	<u>50</u>
Penalty:	_____
State Recordation Tax:	_____
State Transfer Tax:	_____
Certified Copies	_____
Copy Fee:	_____
Certificates	_____
Certificate of Status Fee:	_____
Personal Property Filings:	_____
Mail Processing Fee:	_____
Other:	_____

TOTAL FEES: 150

Credit Card \_\_\_\_\_ Check 1 Cash \_\_\_\_\_

1 Documents on 2 Checks

Approved By: [Signature]

Keyed By: \_\_\_\_\_

COMMENT(S):

- \_\_\_\_\_ Change of Name
- \_\_\_\_\_ Change of Principal Office
- \_\_\_\_\_ Change of Resident Agent
- \_\_\_\_\_ Change of Resident Agent Address
- \_\_\_\_\_ Resignation of Resident Agent
- \_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address
- \_\_\_\_\_ Change of Business Code
- \_\_\_\_\_ Adoption of Assumed Name
- \_\_\_\_\_ Other Change(s)

Code \_\_\_\_\_

Attention: \_\_\_\_\_

Mail Name and Address  
Jenny Hoffpauir  
Astrum Solar, Inc.  
8955 Henkels Lane, Suite 508  
Annapolis Junction, MD 20701

CUST ID: 0002527730  
 WORK ORDER: 0003744310  
 DATE: 01-05-2011 04:33 PM  
 AMT. PAID: \$150.00

**ARTICLES OF MERGER**  
of  
**ASTRUM SOLAR, LLC**  
a Maryland limited liability company  
and  
**ASTRUM SOLAR, INC.**  
a Maryland corporation

ASTRUM SOLAR, LLC, a Maryland limited liability company (the "LLC"), and ASTRUM SOLAR, INC., a Maryland corporation (the "Corporation"), do hereby certify to the State Department of Assessments and Taxation of Maryland (the "Department") as follows:

FIRST: The LLC and the Corporation agree to merge in the manner hereinafter set forth (the "Merger") and as contemplated by an Agreement and Plan of Merger dated as of November 29, 2010 by and between the LLC and the Corporation (the "Agreement and Plan of Merger").

SECOND: The Corporation is the entity to survive the Merger.

THIRD: The LLC is formed under the laws of the State of Maryland and the Corporation is formed under the laws of the State of Maryland.

FOURTH: That the principal office of the LLC in the State of Maryland is located in Howard County. That the principal office of the Corporation in the State of Maryland is located in Howard County.

FIFTH: The LLC owns no interest in land in the State of Maryland.

SIXTH: The Merger has been duly advised, authorized and approved by the LLC in the manner and by the vote required by the Maryland Limited Liability Company Act (Title 4A of the CORPORATIONS AND ASSOCIATIONS ARTICLE of the ANNOTATED CODE OF MARYLAND, hereinafter referred to as the "LLC Act") in that the Merger was approved by the members of the LLC by unanimous written consent filed with the records of the LLC.

SEVENTH: That the Merger has been duly advised, authorized and approved by the Corporation in the manner and by the vote required by the Maryland General Corporation Law (Titles 1 through 3 of the CORPORATIONS AND ASSOCIATIONS ARTICLE of the ANNOTATED CODE OF MARYLAND, hereinafter referred to as the "MGCL") and the Charter of the Corporation, in that the Board of Directors of the Corporation approved the Merger by unanimous written consent filed with the records of meetings of the Board of Directors of the Corporation.

EIGHTH: The LLC has only one class of membership interest.

NINTH: The total number of shares of stock of all classes which the Corporation has authority to issue is one billion (1,000,000,000) shares of common stock, par value \$0.0001 per share (the "Common Stock"). The aggregate par value of all of the shares of stock authorized for issuance by the Corporation is One Hundred Thousand Dollars (\$100,000).

TENTH: At the Effective Time (as defined below), the LLC shall be merged with the Corporation, with the Corporation as the surviving entity and, thereupon, the LLC shall cease to exist, the Corporation shall possess any and all purposes and powers of the LLC and all leases, licenses, property, rights, privileges and powers of whatever nature and description of the LLC shall be transferred to, vested in and devolved upon the Corporation without further act or deed, subject to all the debts and obligations of the LLC. Except as otherwise provided in these Articles of Merger, consummation of the Merger at the Effective Time shall have the effects set forth in § 3-114 of the MGCL and all applicable provisions of the LLC Act.

ELEVENTH: That at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any membership interest of the LLC, each unit of membership interest of the LLC outstanding immediately prior to the Effective Time shall automatically be cancelled at the Effective Time, shall no longer be outstanding and shall cease to exist and no cash or other consideration shall be delivered or deliverable in exchange therefor.

TWELFTH: These Articles of Merger shall become effective upon acceptance for record by the Department (the "Effective Time").

THIRTEENTH: The undersigned "authorized person," as that term is defined in § 4A-101(c) of the LLC Act, acknowledges these Articles of Merger to be the limited liability company act of the LLC and further, as to all matters or facts required to be verified under oath, the undersigned "authorized person" acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under penalties of perjury.

FOURTEENTH: The undersigned President of the Corporation acknowledges these Articles of Merger to be the corporate act of the Corporation and further, as to all matters or facts required to be verified under oath, such undersigned officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Articles of Merger have been duly executed on this 29th day of November, 2010 on behalf of Astrum Solar, LLC, by its "authorized person", and on behalf of Astrum Solar, Inc., by its President, and attested to by its Secretary.

WITNESS/ATTEST:


ASTRUM SOLAR, LLC


  
Name: \_\_\_\_\_

By:   
Name: Joshua M. Goldberg  
Title: Vice President

WITNESS/ATTEST:

ASTRUM SOLAR, INC.

  
Name: Joshua M. Goldberg  
Title: Secretary

By:   
Name: Vadim S. Polikov  
Title: President

CUST ID: 0002527730  
WORK ORDER: 0003744310  
DATE: 01-05-2011 04:33 PM  
AMT. PAID: \$150.00