

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/13/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Christiane E, LLC		11/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Intrav, LLC		
Street Address:	P.O. Box 13751		
City:	Mill Creek		
State/Country:	WASHINGTON		
Postal Code:	98012		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85624993	INTRAV	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>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.</i>			
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Winfield B. Martin, c/o Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	87673-4000		
NAME OF SUBMITTER:	Winfield B. Martin		
SIGNATURE:	/Winfield B. Martin/		
DATE SIGNED:	11/26/2014		
Total Attachments: 8			
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Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CHRISTIANE E, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "INTRAV, LLC" UNDER THE NAME OF "INTRAV, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF NOVEMBER, A.D. 2012, AT 6:38 O'CLOCK P.M.

5242054 8100M

121224930




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9985946

DATE: 11-14-12

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005409 FRAME: 0457

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is _____
INTRAV, LLC _____, a Foreign Limited Liability Company.

Second: The jurisdiction in which this Limited Liability Company was formed is
WASHINGTON _____.

Third: The name of the Limited Liability Company being merged into the Limited
Liability Company is CHRISTIANE E, LLC _____,
_____, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by
each of the business entities which is to merge or consolidate.

Fifth: The name of the surviving foreign Limited Liability Company is _____
INTRAV, LLC _____.

Sixth: An agreement of merger or consolidation is on file at a place of business of the
surviving foreign limited Liability Company and the address thereof is _____
PO Box 13751, Mill Creek, WA 98012 _____.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the
surviving foreign limited liability company, on 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.

Eighth: The surviving foreign Limited Liability Company agrees that it may be served
with process in the State of Delaware in any action, suit or proceeding for the
enforcement of any obligation of any domestic limited liability company which is to
merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept
service of process in any such action, suit or proceeding and the address to which a copy
of such process shall be mailed to by the Secretary of State is _____
PO Box 13751, Mill Creek, WA 98012 _____.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by its authorized person, this 12th day of NOVEMBER A.D., 2012.

By: Barney A. Edmuth
Authorized Person

Name: BARNEY A. FOSWORTH
Print or type

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

INTRAV, LLC

WA Limited Liability Company

UBI: 603-249-732

Filing Date: November 13, 2012

Merging Entities:

Not Qualified in WA CHRISTIANE E, LLC



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

TRADEMARK

REEL: 005409 FRAME: 0460

FILED
SECRETARY OF STATE
NOV 13 2012
STATE OF WASHINGTON

ARTICLES OF MERGER
CHRISTIANE E, LLC
AND
INTRAV, LLC

Pursuant to the provisions of § 18-209 of the Delaware Limited Liability Company Act and RCW 25.10.820, the following Articles of Merger are executed for the purpose of merging Christiane E, LLC, a Delaware limited partnership (the "*Disappearing Entity*"), into Intrav, LLC, a Washington limited liability company (the "*Surviving Entity*").

1. The Agreement and Plan of Merger approved by the sole member of the Disappearing Entity and by the sole member of the Surviving Entity is attached hereto as Exhibit A.
2. The Agreement and Plan of Merger was duly approved by the sole member of the Surviving Entity pursuant to RCW 25.15.400.

Dated: 11/12, 2012

INTRAV, LLC



Barney A. Ebsworth, Manager

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Agreement*") is entered into as of November 12, 2012, between Christiane E, LLC, a Delaware limited liability company (the "*Delaware LLC*"), and Intrav, LLC, a Washington limited liability company (the "*Company*"). The Delaware LLC and the Company are sometimes collectively referred to in this Agreement as the "*Constituent Entities*".

RECITALS

A. The Delaware LLC is a limited liability company organized and existing under the laws of the State of Delaware.

B. The Company is a limited liability company organized and existing under the laws of the State of Washington.

C. The Delaware LLC and the Company deem it advisable and in the best interests of the Constituent Entities and their respective members, that the Delaware LLC be merged with and into the Company (the "*Merger*") as authorized by the laws of the State of Washington and the State of Delaware.

AGREEMENT

In consideration of the foregoing recitals, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger; Effectiveness

The Delaware LLC shall be merged with and into the Company (hereinafter sometimes called the "*Surviving Entity*") pursuant to the applicable provisions of the Delaware Limited Liability Company Act (the "*Delaware Act*") and the Washington Limited Liability Company Act (the "*Washington Act*") and in accordance with the terms and conditions of this Agreement. The Merger shall be effective upon filing of both the Articles of Merger with the Washington Secretary of State and the Certificate of Merger with the Delaware Secretary of State (the "*Effective Time of the Merger*").

2. Rights, Duties, Powers, Liabilities, Etc.

At the Effective Time of the Merger, the separate existence of the Delaware LLC shall cease, and the Delaware LLC shall be merged in accordance with the provisions of this Agreement with and into the Surviving Entity, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and

description, and shall be subject to all restrictions, disabilities, duties and liabilities of each of the Constituent Entities; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate or other property, or any interest therein, vested by deed or otherwise in either of the Constituent Entities, shall be vested in the Surviving Entity without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Entity, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Entity may be substituted in any such action or proceeding.

3. Certificate of Formation of Limited Liability Company

At the Effective Time of the Merger, the Certificate of Formation of the Surviving Entity, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Certificate of Formation of the Surviving Entity. The Certificate of Formation of the Surviving Entity may be amended at any time in accordance with the terms of the Surviving Entity's Certificate of Formation and Limited Liability Company Agreement and as provided by law.

4. Limited Liability Company Agreement

The Limited Liability Company Agreement of the Company in effect at the Effective Time of the Merger shall, at the Effective Time of the Merger, be and remain the Limited Liability Company Agreement of the Surviving Entity (the "*LLC Agreement*").

5. Conversion of Interests

5.1 Conversion of Delaware LLC Interests

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, the membership interests of the Delaware LLC held by the sole member immediately prior thereto shall be changed and converted into an equivalent ownership interest in the Surviving Entity having such rights and interests in the Company as provided in the LLC Agreement. The Delaware LLC interests held by its sole member shall thereupon be extinguished, and all rights and obligations inherent thereto shall terminate.

5.2 Conversion of Member Interests

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, the member interests of the Company held by the sole member immediately prior thereto shall be cancelled, and no consideration shall be delivered in exchange therefor.

5.3 Dissenters' Rights

The sole member of the Company is entitled to dissenters' rights as provided in Article XII of the Washington Act. If any member of the Company objects to the Merger and complies with all of the provisions of Article XII of the Washington Act as in effect on the Effective Date of the Merger concerning the right of members owning interest in the Company to dissent from the Merger and demand payment of the fair value of the member's interest in the Company (the "*Dissenting Member*"), the interest held by that member in the Company shall not be cancelled as described in Section 5.2 above, but shall become the right to receive such consideration as may be determined to be due to such Dissenting Member pursuant to Article XII of the Washington Act.

6. Implementation

Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington and of the State of Delaware to consummate and make effective the Merger.

7. Termination

At any time before the Effective Time of the Merger, this Agreement may be terminated for any reason at any time and the Merger may be abandoned for any reason whatsoever by either the manager of the Company or the sole member of the Delaware LLC or both, notwithstanding the approval of this Agreement by sole member of the Delaware LLC.

8. Amendment

At any time prior to the Effective Time of the Merger, this Agreement may, to the extent permitted by law, be amended, supplemented or interpreted by action taken by the manager of each of the Company and of the Delaware LLC.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement and Plan of Merger as of the date first set forth above.

CHRISTIANE E, LLC

By: Barney A. Ebsworth
Barney A. Ebsworth, Member

INTRAV, LLC

By: Barney A. Ebsworth
Barney A. Ebsworth, Manager