

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/22/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kate Farms, Inc.		01/22/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kate Farms, Inc.		
Street Address:	485 Hot Springs Road		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4578314	KATE FARMS	
Serial Number:	85700548	KOMPLETE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5185732879		
Email:	bill@fitzpatrickip.com		
Correspondent Name:	William Fitzpatrick		
Address Line 1:	9350 Wilshire Blvd, Suite 203		
Address Line 4:	Beverly Hills, CALIFORNIA 90212		
NAME OF SUBMITTER:	William Fitzpatrick		
SIGNATURE:	/william fitzpatrick/		
DATE SIGNED:	07/14/2015		
Total Attachments: 8			
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**AGREEMENT AND PLAN OF MERGER
OF KATE FARMS, INC.,
A DELAWARE CORPORATION,
AND
KATE FARMS, INC.
A CALIFORNIA CORPORATION**

This **AGREEMENT AND PLAN OF MERGER**, dated as of January 22, 2015 (the Agreement"), is between Kate Farms, Inc. a California corporation ("Parent"), and Kate Farms, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Delaware Subsidiary"). Delaware Subsidiary and Parent are sometimes referred to herein as the "Constituent Corporations."

RECITALS

WHEREAS, Delaware Subsidiary is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital stock of 11,000,000 shares, par value \$0.0001 per share, 7,733,600 shares of which are designated "Common Stock" and 3,266,400 shares are designated "Preferred Stock," and, as of the date of this Agreement, 10,000 shares of Common Stock are issued and outstanding, all of which are held by Parent;

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of California and has authorized capital stock of 10,000,000 shares, no par value, all of which are designated "Common Stock," and, as of the date of this Agreement, 10,000,000 shares of Common Stock are issued and outstanding;

WHEREAS, the Board of Directors of Parent has determined that, for the purpose of effecting the reincorporation of Parent in the State of Delaware, it is advisable and in the best interests of Parent that Parent merge with and into Delaware Subsidiary upon the terms and conditions herein provided;

WHEREAS, the respective Boards of Directors of Delaware Subsidiary and Parent have approved this Agreement; and

WHEREAS, the terms of this Agreement were approved by the vote of holders of a number of shares of Common Stock of both Delaware Subsidiary and Parent, which equaled or exceeded the respective votes that were required to provide such approval.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Delaware Subsidiary and Parent hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporations Code, at the Effective Time (as hereinafter defined), Parent shall be merged with and into Delaware Subsidiary (the "Merger"), the separate existence of Parent shall cease and Delaware Subsidiary shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. Delaware Subsidiary shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "Kate Farms, Inc.," a Delaware corporation.

1.2 Filing and Effectiveness. The Merger shall become effective on the date and at the time of filing the Certificate of Merger, in substantially the form attached hereto as Exhibit A, with the Secretary of State of the State of Delaware and the equivalent filing with the Secretary of State of the State of California, whichever occurs later (the "Effective Time"), all after satisfaction of the requirements of the applicable laws of such states.

1.3 Effect of the Merger. Upon the Effective Time, (i) the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Corporations as constituted immediately prior to the Effective Time, (ii) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Delaware Subsidiary and Parent on whatever account, shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed, and title to any real estate, or any interest therein vested in Delaware Subsidiary or Parent, shall not revert or in any way be impaired by reason of this Merger; (iii) all contractual rights, obligations and adopted plans, including without limitation all Founder Stock Purchase Agreements and all other contracts and obligations therein, of Parent shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced by or against it to the same extent as if all said contractual rights, obligations and adopted plans had been entered into or adopted by the Surviving Corporation; (iv) any and all intangibles and intellectual property rights, including without limitation patents, patent applications, trademarks, trademark applications, trade secrets, copyrights, know how, inventions and all other intellectual property and rights therein, of Parent and Delaware Subsidiary shall be the property and assets of the Surviving Corporation; and (v) all of the rights of creditors of Delaware Subsidiary and Parent shall be preserved unimpaired, and all liens upon the property of Delaware Subsidiary or Parent shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Corporation.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Delaware Subsidiary as in effect immediately prior to the Effective Time shall continue in full

force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Delaware Subsidiary as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Delaware Subsidiary immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 Parent Common Shares. Upon the Effective Time, each share of Parent Common Stock (the "Common Shares") issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for 0.402 fully paid and nonassessable shares of Common Stock, par value \$0.0001 per share, of the Surviving Corporation. No fractional share interests of the Surviving Corporation's Common Stock shall be issued but shall, instead, be paid in cash or check by Delaware Subsidiary to the holder of such shares in that amount equal to the fair market value of such fractional shares.

3.2 Delaware Subsidiary Common Stock. Upon the Effective Time, each share of Common Stock, par value \$0.0001 per share, of Delaware Subsidiary issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Delaware Subsidiary, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3 Exchange of Certificates. After the Effective Time, each holder of an outstanding certificate representing the Common Shares may be asked to surrender the same for cancellation to Latham & Watkins LLP, 140 Scott Drive, Menlo Park, CA 94025, Attn: Ben Potter, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole shares of the Surviving Corporation's Common Stock into which the surrendered Common Shares were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing the Common Shares shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of the Parent's Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares

of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Parent so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Delaware Subsidiary stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Delaware Subsidiary that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of Delaware Subsidiary. Delaware Subsidiary covenants and agrees that it will:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code.

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Delaware Subsidiary of all of the franchise tax liabilities of Parent.

(c) Take such other actions as may be required by the California Corporations Code.

4.2 Further Assurances. From time to time, as and when required by Delaware Subsidiary or by its successors or assigns, there shall be executed and delivered on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by Delaware Subsidiary and Parent such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Delaware Subsidiary the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent and otherwise to carry out the purposes of this Agreement, and the officers and directors of Delaware Subsidiary are fully authorized in the name and on behalf of Parent or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either

Parent or of Delaware Subsidiary, or of both, notwithstanding the approval of this Agreement by the shareholders of Parent.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders or shareholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle and Corporation Service Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 485 Hot Springs Road, Santa Barbara, California 93108, and copies thereof will be furnished to any stockholder or shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California Corporations Code.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

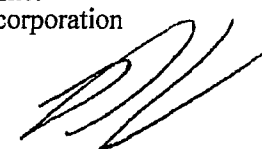
Kate Farms, Inc.,
a Delaware corporation

By:  _____

Name: _____

Title: _____

Kate Farms, Inc.
a California corporation

By:  _____

Name: _____

Title: _____

EXHIBIT A

CERTIFICATE OF MERGER

SEE TAB 3