

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351470

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/29/2015

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ojon Corporation		07/29/2015	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Origins Natural Resources Inc.
<b>Street Address:</b>	767 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10153
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	85023020	DAMAGE REVERSE
Serial Number:	85687592	OJON
Registration Number:	3164351	OJON
Registration Number:	3212393	OJON
Registration Number:	3713869	OJON
Registration Number:	3713875	OJON
Registration Number:	3971617	COLOR SUSTAIN
Registration Number:	3971701	VOLUME ADVANCE
Registration Number:	3999230	FULL DETOX
Registration Number:	4108841	OJON
Registration Number:	4108929	O-THORITY
Registration Number:	4286586	SUPER SLEEK
Registration Number:	4305789	FADE-FIGHTER
Registration Number:	4331043	RARE BLEND
Registration Number:	4448132	FULL MOISTURE

**CORRESPONDENCE DATA**

Fax Number: 2122772355

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2122772323  
**Email:** uspto@estee.com  
**Correspondent Name:** Donna M. Ruggiero  
**Address Line 1:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	OR-US-ORIGINS/OJON MERGER
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<b>NAME OF SUBMITTER:</b>	Donna M. Ruggiero
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<b>SIGNATURE:</b>	/dmr/
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<b>DATE SIGNED:</b>	08/14/2015
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**Total Attachments: 3**

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**AGREEMENT AND PLAN OF MERGER**

**BETWEEN**

**OJON CORPORATION**  
(a Delaware Corporation),

**AND**

**ORIGINS NATURAL RESOURCES INC.**  
(a Delaware Corporation)

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of July 29, 2015, between Ojon Corporation, a Delaware corporation ("Ojon") and Origins Natural Resources Inc., a Delaware corporation ("Origins").

**RECITALS**

WHEREAS, Ojon is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Origins is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, the Board of Directors of Ojon and the Board of Directors of Origins deem it advisable to merge Ojon with and into Origins so that Origins is the surviving corporation on the terms provided herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**MERGER**

1.1 *The Merger.* After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL"), Ojon will merge with and into Origins and Origins shall file a Certificate of Merger with the Secretary of State of the State of Delaware (the "Secretary of State") in accordance with the provisions of the DGCL and shall make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective upon the filing of such Certificate of Merger with the Secretary of State or

share, of Ojon issued and outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in respect thereof.

(b) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding share of common stock, par value \$1.00 per share, of Origins issued and outstanding immediately prior to the Effective Time shall remain unchanged and continue to remain outstanding as one share of common stock, par value \$1.00 of the Surviving Corporation.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 *Representations and Warranties of Ojon.* Ojon hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its Certificate of Incorporation or Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the sole stockholder of Ojon in accordance with the DGCL and the Certificate of Incorporation and Bylaws of Ojon, consummate the Merger and the other transactions contemplated by this Agreement.

3.2 *Representations and Warranties of Origins.* Origins hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its Certificate of Incorporation or Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the stockholders of Origins in

6.3 *Assignment; Third Party Beneficiaries.* Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

6.4 *Governing Law.* This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Delaware.

6.5 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.6 *Entire Agreement.* This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

6.7 *Intended Federal Income Tax Treatment.* The parties hereto intend that, (i) for federal, and applicable state, income tax purposes, the Merger will be treated as a reorganization described in Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and (ii) this Agreement constitute a "plan of reorganization" for purposes of Treasury Regulations Section 1.368-3.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first stated above.

OJON CORPORATION

By: 

Charles E. Reese, II

Vice President, Corporate Counsel and Assistant Secretary

ORIGINS NATURAL RESOURCES INC.

By: 

Charles E. Reese, II

Vice President, Corporate Counsel and Assistant Secretary

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