

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	08/20/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hayden & Company, LLC		08/20/2015	Limited Liability Company: MINNESOTA

## NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
H&C Acquisition, LLC	08/20/2015	Limited Liability Company: MINNESOTA

## MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

<b>Name:</b>	Renters Warehouse, LLC
<b>Street Address:</b>	4950 West 78th Street
<b>City:</b>	Bloomington
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55435
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Serial Number:</b>	86642622	CERTIFIED TENANT MATCH AND WARRANTY
<b>Registration Number:</b>	4942892	RENT ESTATE
<b>Registration Number:</b>	4897853	RENTERSWAREHOUSE
<b>Registration Number:</b>	4894792	CURVEBALL PROTECTION
<b>Registration Number:</b>	4877690	
<b>Registration Number:</b>	3746831	RENTERS WAREHOUSE
<b>Registration Number:</b>	3786959	RENTERS WAREHOUSE

## CORRESPONDENCE DATA

Fax Number: 6126046897

*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.*

Phone: 6126046697

Email: trademark@winthrop.com

Correspondent Name: Wesley D. Anderson

TRADEMARK

**Address Line 1:** 225 South Sixth Street  
**Address Line 2:** Capella Tower, Suite 3500  
**Address Line 4:** Minneapolis, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 18594.1

**NAME OF SUBMITTER:** Wesley D. Anderson

**SIGNATURE:** /WDA/

**DATE SIGNED:** 05/03/2016

**Total Attachments: 7**

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**AGREEMENT AND PLAN OF MERGER**  
*(Hayden & Company into H&C Acquisition, LLC)*

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of August 20, 2015 (the "Agreement Date") by and between Hayden & Company, LLC, a Minnesota limited liability company (the "Merging Organization") H&C Acquisition, LLC, a Minnesota liability company (the "Surviving Organization"), and H&C Holdings, LLC, a Minnesota limited liability company (the "Parent").

**RECITALS**

- A. The Merging Organization is a limited liability company organized under the Minnesota Limited Liability Company Act (Minn. Stat. §§ 322B.001 et. seq.) (the "Old Act"). Pursuant to that certain Joint Contribution Agreement dated as of the Agreement Date, Brenton Hayden and Ryan Marvin, as the sole owners of the Merging Organization, jointly contributed all of the issued and outstanding membership interests in and to the Merging Organization to the Parent in exchange for all of the issued and outstanding limited liability company interests of the Parent. As a consequence of the transactions set forth in such Joint Contribution Agreement (i) Brenton Hayden and Ryan Marvin became the sole owners of the Parent, (ii) Brenton Hayden and Ryan Marvin withdrew as members from the Merging Organization and terminated that certain Member Control Agreement (as defined in the Old Act) among them dated March 1, 2010 regarding the Merging Organization, and (iii) the Parent became the sole owner of all of the issued and outstanding membership interests in the Merging Organization.
- B. The Surviving Organization is a member managed limited liability company organized under the Minnesota Revised Uniform Limited Liability Company Act (Minn. Stat. §§ 322C.0101 et. seq.) (the "Revised Act"). The Parent is the sole owner of all of the limited liability company interests of the Surviving Organization and is the Sole Member identified in that certain Operating Agreement dated August 20, 2015, by and between the Parent and the Surviving Organization.
- C. The Merging Organization and the Surviving Organization are the constituent organizations for purposes of Section 322C.1002 Subd. 3 of the Revised Act.
- D. The Parent is a manager managed limited liability company organized under the Revised Act.
- E. The Merging Organization and the Surviving Organization (collectively, the "Constituent Organizations") believe that it is in their bests interest that the Merging Organization be merged with and into the Surviving Organization, with the Surviving Organization continuing as the surviving organization for purposes of Section 322C Subd. 1005 of the Revised Act (the "Merger").
- F. The Merging Organization's board of governors and the Parent, in its capacity as the sole member of the Merging Organization, have approved the transactions contemplated by this Agreement, including the Merger.

G. The Parent, in its capacity as the sole member of the Merging Organization, has approved the transactions contemplated by this Agreement, including the Merger.

NOW, THEREFORE, in consideration of the above-recited facts, mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### AGREEMENT

1. Merger. Pursuant to the applicable provisions of the Old Act and the Revised Act, the Merging Organization shall be merged with and into the Surviving Organization, with the Surviving Organization being the surviving organization.
2. Effective Time. The Merger shall be effective as August 20, 2015 (the "Effective Date").
3. Organizational Documents. The articles of organization and operating agreement of the Surviving Organization immediately before the Effective Date shall be the articles of organization and operating agreement of the Surviving Organization, as the surviving organization, immediately after the Effective Date. There are no amendments to the Surviving Organization's organizational documents pursuant to the Merger.
4. Officers. The officers of the Surviving Organization immediately before the Effective Date shall be the officers of the Surviving Organization, as the surviving organization, immediately after the Effective Date.
5. Equity Interests. On the Effective Date, all of issued and outstanding equity interests of the Constituent Organizations shall be treated as follows:
  - (a) All of the issued and outstanding membership interests (as defined in the Old Act) immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, and no consideration therefor shall be payable to such holder, who is the Parent.
  - (b) Each Unit of the Surviving Organization (as defined in the operating agreement of the Surviving Organization) issued and outstanding immediately before the Effective Date (all of which are owned by the Parent) shall remain outstanding without change.
6. Effect of the Merger.
  - (a) Pursuant to Section 322B.75 of the Old Act, the effect of the Merger on the Constituent Organizations when the Merger becomes effective will be that:
    - (1) the Constituent Organizations will become a single entity in the form of the Surviving Organization;
    - (2) the separate existence of the Merging Organization ceases;

(3) the articles of merger will serve as the articles of termination and the notice of dissolution of the Merging Organization solely for purposes of the Old Act;

(4) the Surviving Organization will have all the rights, privileges, immunities, and powers, and will be subject to all the duties and liabilities of a limited liability company under the Revised Act;

(5) (i) the Surviving Organization will possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Organizations, (ii) all property, real, personal, and mixed, and all debts due on any account, including subscriptions to shares and contribution agreements, as the case may be, and all other choses in action, and every other interest of or belonging to or due to each of the Constituent Organizations will vest in the Surviving Organization without any further act or deed, (iii) confirmatory deeds, assignments, or similar instruments to accomplish that vesting may be signed and delivered at any time in the name of a Constituent Organization by its current officers or managers, as the case may be, or, if the organization no longer exists, by its last officers or managers, as the case may be, and (iv) the title to any real, personal, or mixed property, or any interest in real, personal, or mixed property vested in any of the Constituent Organizations will not revert nor in any way become impaired by reason of the Merger described in this Agreement;

(6) (i) the Surviving Organization will be responsible and liable for all the liabilities and obligations of each of the Constituent Organizations, (ii) a claim of or against or a pending proceeding by or against a Constituent Organization may be prosecuted as if the Merger had not taken place, or the Surviving Organization may be substituted in the place of the constituent organization, and (iii) neither the rights of creditors nor any liens upon the property of a Constituent Organization are impaired by the Merger; and

(7) the membership interests (as defined in the Old Act) in the Merging Organization cease to exist and the Parent will be entitled only to the limited liability company interests of the Surviving Organization in accordance with this Agreement, subject to any dissenters' rights under section 322B.383 of the Old Act.

(b) Pursuant to Section 322C.1005 of the Revised Act, the effect of the Merger on the Constituent Organizations when the Merger becomes effective will be that:

(1) the Surviving Organization will continue in its existence;

(2) the Merging Organization will cease to exist as a separate entity;

(3) all property owned by the Merging Organization will vest in the Surviving Organization;

(4) all debts, obligations, or other liabilities of the Merging Organization will continue as debts, obligations, or other liabilities of the Surviving Organization;

(5) an action or proceeding pending by or against the Merging Organization may be continued as if the Merger had not occurred;

(6) except as prohibited by other law, all of the rights, privileges, immunities, powers, and purposes of the Merging Organization will vest in the Surviving Organization; and

(7) the terms and conditions of the Agreement and the Merger described in this Agreement take effect.

7. Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, each of which will for all purposes be deemed an original, and all such counterparts together will constitute one and the same document.

[Signature Page to Follow]

Signature Page

AGREEMENT AND PLAN OF MERGER  
*(Hayden & Company into H&C Acquisition, LLC)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Merging Organization:

**Hayden & Company, LLC**

*/s/*   
By: Brenton Hayden  
Its: Chief Manager

Surviving Organization:

**H&C Acquisition, LLC**  
*by its sole member:*

**H&C Holdings, LLC**

*/s/*   
By: Brenton Hayden  
Its: Manager

Parent:

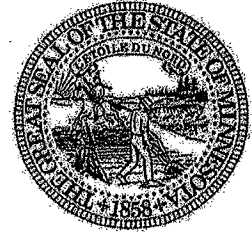
**H&C Holdings, LLC**

*/s/*   
By: Brenton Hayden  
Its: Manager

836 141300021



**Office of the Minnesota Secretary of State**  
Minnesota Limited Liability Company | Amendment to Articles of Organization  
*Minnesota Statutes, Chapter 322B or 322C*



Read the instructions before completing this form.

Filing Fee: \$55 for expedited service in-person and online filings, \$35 if submitted by mail

1. List the name of this company currently on file with the Office of the Minnesota Secretary of State: (Required)

H&C Acquisition, LLC

2. The articles of organization for this Limited Liability Company are amended pursuant to Chapter 322B or 322C.

**AMENDMENT OPTIONS:** Complete as many amendment options as apply. Complete an option only if you are changing the information related to that option.

3. The company name is changed to:

Renters Warehouse, LLC

4. The registered office address is changed to:

Street Address (A post office box by itself is not acceptable)	City	State	Zip Code
		MN	

5. The registered agent is changed to:

6. List the date the expiration date has changed to in the jurisdiction of its organization, or list the word "perpetual"

mm/dd/yyyy or Perpetual

7. The business mailing address has changed to:

Address	City	State	Zip Code

8. Does the limited liability company elect to be governed under Minnesota Statutes, Chapter 322C and accept all of the duties and responsibilities set forth by that chapter?

Yes

No

9. The articles of organization are otherwise amended as follows:

[Empty box for additional amendments]

10. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.43 as if I had signed this document under oath.

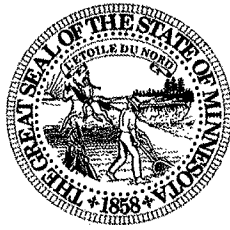
Signature of Authorized Person or Authorized Agent

8/24/15  
Date

TRADEMARK

REEL: 005783 FRAME: 0454





**Work Item 838282300031**  
**Original File Number 836141300021**

**STATE OF MINNESOTA**  
**OFFICE OF THE SECRETARY OF STATE**  
**FILED**  
**08/24/2015 11:59 PM**

*Steve Simon*

Steve Simon  
Secretary of State