

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	01/29/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Into the Void FX LLC		01/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Into the Void FX LLC		
<b>Street Address:</b>	33 South Sixth Street, Suite 3900		
<b>Internal Address:</b>	c/o Peterson Habicht, PA		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86605205	INTO THE VOID FX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6128365599		
<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>			
<b>Phone:</b>	6128365500		
<b>Email:</b>	ipdocketing@petersonhabicht.com		
<b>Correspondent Name:</b>	Melissa Aubin		
<b>Address Line 1:</b>	33 South Sixth Street, Suite 3900		
<b>Address Line 2:</b>	c/o Peterson Habicht, PA		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Gregory B. Perleberg		
<b>SIGNATURE:</b>	/GREGORY B. PERLEBERG/		
<b>DATE SIGNED:</b>	06/13/2016		
<b>Total Attachments: 8</b>			
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OP \$40.00 86605205

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**Office of the Minnesota Secretary of State  
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 322C

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: INTO THE VOID FX LLC  
DELAWARE: INTO THE VOID FX LLC

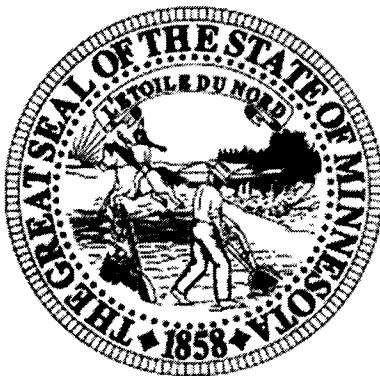
Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: INTO THE VOID FX LLC

Name of Surviving Entity after Effective Date of Merger:

INTO THE VOID FX LLC

This certificate has been issued on: 02/03/2016



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon  
Secretary of State  
State of Minnesota



**ARTICLES OF MERGER  
OF  
INTO THE VOID FX LLC  
A DELAWARE LIMITED LIABILITY COMPANY  
WITH AND INTO  
INTO THE VOID FX LLC  
A MINNESOTA LIMITED LIABILITY COMPANY**

- (1) The name and form of the merging company is INTO THE VOID FX LLC, a Delaware limited liability company (the "Merging Company").
- (2) The name and form of the surviving company is INTO THE VOID FX LLC, a Minnesota limited liability company (the "Surviving Company").
- (3) The merger is to become effective upon the filing of this certificate of merger with the Secretary of State of the State of Minnesota.
- (4) The merger was approved (1) by written consent of the sole member of the Merging Company, (2) by written consent of the sole member of the Surviving Company, (3) by an agreement and plan of merger, and (4) pursuant to the Minnesota Revised Uniform Limited Liability Company Act and the Delaware Limited Liability Company Act.

[signature page follows]

IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused this certificate to be signed as of the January 29, 2016.

**SURVIVING COMPANY**

INTO THE VOID FX LLC  
a Minnesota limited liability company

By: 

Name: Wayne H. Johnson Jr.

Title: Sole Member

**MERGING COMPANY**

INTO THE VOID FX LLC  
a Delaware limited liability company

By: 

Name: Wayne H. Johnson Jr.

Title: Sole Member

## **AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the 29<sup>th</sup> day of January, 2016, by and between INTO THE VOID FX LLC, a Minnesota limited liability company (the "Surviving Company"), and INTO THE VOID FX LLC, a Delaware limited liability company (the "Merging Company").

### **RECITALS**

WHEREAS, the Members of the Merging Company and the Members of the Surviving Company each have determined that a merger of the Merging Company with and into the Surviving Company is in the best interests of the respective limited liability companies, and accordingly have agreed to effect the merger provided for herein upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

### **ARTICLE I**

#### **1. The Merger.**

1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.3), the Merging Company shall be merged with and into the Surviving Company in accordance with this Agreement and the separate company existence of the Merging Company shall thereupon cease (the "Merger"). The Surviving Company shall be the surviving entity in the Merger. The Merger shall have the effects specified in the Delaware Limited Liability Company Act of the State of Minnesota (the "DE Act") and the Minnesota Revised Uniform Limited Liability Company Act (the "MN Act").

1.2 The Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") shall take place at such time, date or place as the Merging Company and the Surviving Company may agree. The date on which the Closing occurs is hereinafter referred to as the "Closing Date."

1.3 Effective Time. If this Agreement shall not have been terminated as provided in Article 4, the parties hereto shall cause a Certificate of Merger (the "Certificate of Merger") to be properly executed, verified and delivered for filing in accordance with the DE Act and cause Articles of Merger (the "Articles of Merger") to be properly executed, verified and delivered for filing in accordance with the MN Act on the Closing Date. The Merger shall become effective upon the later of the acceptance for record of the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, the acceptance for record of the filing of the Articles of Merger with the Secretary of State of the State of Minnesota, or at such later time which the parties hereto shall have agreed upon and designated in such filings in accordance with applicable law as the effective time of the Merger (the "Effective Time").

## ARTICLE 2

### 2. Name, Charter and Operating Agreement of the Surviving Company.

2.1 Name of the Surviving Company. The name of the Surviving Company immediately prior to and immediately after the Effective Time shall be the name of the Surviving Company.

2.2 Charter. The charter of the Surviving Company in effect immediately prior to the Effective Time shall be the charter of the Surviving Company until duly amended in accordance with applicable law.

2.3 Operating Agreement. The Operating Agreement of the Surviving Company in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company until duly amended in accordance with applicable law.

## ARTICLE 3

### 3. Effect of Merger on Member Interests.

3.1 Effect of Merger on Member Interest of the Surviving Company. At the Effective Time, each member interest of the Surviving Company issued and outstanding immediately prior to the Effective Time will remain outstanding.

3.2 Effect of Merger on Member Interest of the Merging Company. At the Effective Time, each member interest of the Merging Company issued and outstanding shall be cancelled and no consideration shall be issued in respect thereof.

## ARTICLE 4

4. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of the Merger by the Members of the Surviving Company or the Members of the Merging Company, by the mutual written consent of the Merging Company and the Surviving Company.

## ARTICLE 5

### 5. General Provisions.

5.1. Entire Agreement. This Agreement, and any documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

5.2 Amendment. This Agreement may be amended by the parties hereto, by action taken by the Members of the Surviving Company and the Members of the Merging

Company, at any time before or after approval of the Merger. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its rules of conflict of laws.

5.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

5.5 Headings. Headings of the Articles and Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

5.6 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provisions shall be interpreted to be only so broad as is enforceable.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

**SURVIVING COMPANY**

INTO THE VOID FX LLC  
a Minnesota limited liability company

By: 

Name: Wayne H. Johnson Jr.

Title: Sole Member

**MERGING COMPANY**

INTO THE VOID FX LLC  
a Delaware limited liability company

By: 

Name: Wayne H. Johnson Jr.

Title: Sole Member



**File Numbers**

87084050003

869945400027

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED

2/3/2016 11:59:00 PM

A handwritten signature in black ink that reads "Steve Simon".

Steve Simon  
Secretary of State