

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394511

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	01/01/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WaterGroup Companies Inc.		05/13/2016	Corporation:
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
Canature WaterGroup U.S.A., Inc.	05/13/2016	Corporation: NEBRASKA	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	Canature WaterGroup U.S.A., Inc.		
<b>Street Address:</b>	9760 Mayflower Park Drive		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Carmel		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46032		
<b>Entity Type:</b>	Corporation: NEBRASKA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4661851	PURA	
<b>Registration Number:</b>	2317449	PURA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4024741731		
<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>	4029682425		
<b>Email:</b>	ajoyce@morrowpoppelaw.com		
<b>Correspondent Name:</b>	Andrew K Joyce		
<b>Address Line 1:</b>	201 North 8th Street, Suite 300		
<b>Address Line 4:</b>	Lincoln, NEBRASKA 68506		
<b>NAME OF SUBMITTER:</b>	Andrew K. Joyce		
<b>SIGNATURE:</b>	/s/ Andrew K. Joyce		

OP \$65.00 4661851

<b>DATE SIGNED:</b>	08/10/2016
---------------------	------------

**Total Attachments: 8**

- source=Plan and Agreement of Merger (executed)#page1.tif
- source=Plan and Agreement of Merger (executed)#page2.tif
- source=Plan and Agreement of Merger (executed)#page3.tif
- source=Plan and Agreement of Merger (executed)#page4.tif
- source=Plan and Agreement of Merger (executed)#page5.tif
- source=Plan and Agreement of Merger (executed)#page6.tif
- source=PURA Assgnment Executed 060616#page1.tif
- source=PURA Assgnment Executed 060616#page2.tif

## PLAN & AGREEMENT OF MERGER

This Plan & Agreement of Merger is made and entered into this 28<sup>th</sup> day of December, 2015, by and between Canature U.S.A., Inc., a Nebraska corporation ("Canature"), and WaterGroup Inc., a Nebraska corporation ("Watergroup") all in accordance with the terms and provisions of §21-20, 128 of the Nebraska Business Corporation Act.

WHEREAS, WaterGroup desires to merge into Canature and Canature desires to have WaterGroup merge into Canature, which will thereafter be referred to as Canature WaterGroup U.S.A. Inc. all in accordance with the terms and provisions of §21-20, 128 of the Nebraska Business Corporation Act pursuant to which WaterGroup will merge into and become a part of Canature and upon the Effective Date (as set forth below) all of the assets, liabilities, business and other operations of WaterGroup and Canature will become that of Canature WaterGroup U.S.A. Inc.

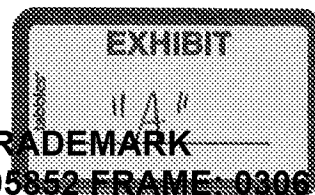
NOW, THEREFORE, in consideration of the mutual promises contained below, the parties agree as follows:

1. Statutory Authority: This Plan & Agreement of Merger shall be affected pursuant to §21-20, 128 and §21-20, 133 of the Nebraska Business Corporation Act.
2. Approvals: All of the stockholders and all of the directors of both Watergroup and Canature, by their signatures, as set forth below, have approved this Plan & Agreement of Merger.
3. Effective Date: The effective date of the Plan & Agreement of Merger shall be January 1, 2016 (the "Effective Date").
4. Effect of Merger: On the Effective Date, as set forth above, WaterGroup and Canature shall merge into Canature and Canature shall thereafter be referred to as Canature WaterGroup U.S.A. Inc. which shall be the surviving entity.

The official name of the surviving entity shall be Canature WaterGroup U.S.A. Inc.

Upon the Effective Date, the separate existence of WaterGroup, as a Nebraska corporation shall cease, and all rights, franchises, interests, property, real, personal and mixed, and choses in action and any other assets and business of both WaterGroup and Canature shall merge into and become a part of Canature, which will thereafter be referred to as Canature WaterGroup U.S.A. Inc. and Canature WaterGroup U.S.A. Inc. shall assume and become liable and responsible for all of WaterGroup's debts, liabilities and obligations, all without any further transferences, deeds, conveyances or other actions, all in accordance with §21-20, 133 of the Nebraska Business Corporation Act.

That the Articles of Incorporation and Bylaws of Canature as the surviving entity shall become the Articles of Incorporation and Bylaws of the merged corporations except that the Articles of Incorporation of Canature are hereby amended to reflect that the name of Canature U.S.A. Inc. shall be changed to Canature WaterGroup U.S.A. Inc. as of the Effective Date of Merger.



That the current federal and state tax identification numbers of Canature will be retained by and used by Canature WaterGroup U.S.A. Inc. as the tax identification numbers of the surviving entity.

5. Conversion of WaterGroup Shares into Canature Shares: On the Effective Date all 3 shares of the issued and outstanding \$.01 par value common stock of WaterGroup shall be converted into 654 shares of the \$1.00 par value common stock of Canature. The parties acknowledge and agree that:

(a) There are currently 3 shares of the \$.01 par value common stock of WaterGroup that are issued and outstanding, all of which are owned by WaterGroup Companies Inc.

(b) That there are currently 654 shares of the \$1.00 par value common stock of Canature that are issued and outstanding, all of which are owned by Canature N.A. Inc.; and

(c) That following the Effective Date of this merger, all of the issued and outstanding shares of WaterGroup will be cancelled, and there will be 1,453 shares of the \$1.00 par value common stock of Canature issued and outstanding, 654 of which will be owned by Canature N.A. Inc., and 799 of which will be owned by WaterGroup Companies Inc.

The undersigned, constituting all of the stockholders and directors of both WaterGroup and Canature, by their signatures below, hereby unanimously adopt the above and foregoing Plan & Agreement of Merger of WaterGroup and Canature into Canature WaterGroup U.S.A. Inc.

WaterGroup Inc.,  
a Nebraska corporation

Canature U.S.A., Inc.,  
a Nebraska corporation


By:

\_\_\_\_\_  
Don Fettes, President & Director

By:

\_\_\_\_\_  
Don Fettes, CEO & Director

By:

  
\_\_\_\_\_  
Michale Fiorante, Director

By:

\_\_\_\_\_  
Jeffrey L. Warner, President & Director

By:

\_\_\_\_\_  
Toby Hughes, Director

By:

\_\_\_\_\_  
Toby Hughes, Director

That the current federal and state tax identification numbers of Canature will be retained by and used by Canature WaterGroup U.S.A. Inc. as the tax identification numbers of the surviving entity.

5. Conversion of WaterGroup Shares into Canature Shares: On the Effective Date all 3 shares of the issued and outstanding \$.01 par value common stock of WaterGroup shall be converted into 654 shares of the \$1.00 par value common stock of Canature. The parties acknowledge and agree that:

(a) There are currently 3 shares of the \$.01 par value common stock of WaterGroup that are issued and outstanding, all of which are owned by WaterGroup Companies Inc.

(b) That there are currently 654 shares of the \$1.00 par value common stock of Canature that are issued and outstanding, all of which are owned by Canature N.A. Inc.; and

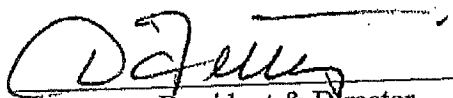
(c) That following the Effective Date of this merger, all of the issued and outstanding shares of WaterGroup will be cancelled, and there will be 1,453 shares of the \$1.00 par value common stock of Canature issued and outstanding, 654 of which will be owned by Canature N.A. Inc., and 799 of which will be owned by WaterGroup Companies Inc.

The undersigned, constituting all of the stockholders and directors of both WaterGroup and Canature, by their signatures below, hereby unanimously adopt the above and foregoing Plan & Agreement of Merger of WaterGroup and Canature into Canature WaterGroup U.S.A. Inc.

WaterGroup Inc.,  
a Nebraska corporation

Canature U.S.A., Inc.,  
a Nebraska corporation

By:

  
Don Fettes, President & Director

By:

  
Don Fettes, CEO & Director

By:

\_\_\_\_\_  
Michale Fiorante, Director

By:

\_\_\_\_\_  
Jeffrey L. Warner, President &  
Director

By:

\_\_\_\_\_  
Toby Hughes, Director

By:

\_\_\_\_\_  
Toby Hughes, Director

That the current federal and state tax identification numbers of Canature will be retained by and used by Canature WaterGroup U.S.A. Inc. as the tax identification numbers of the surviving entity.

5. Conversion of WaterGroup Shares into Canature Shares: On the Effective Date all 3 shares of the issued and outstanding \$.01 par value common stock of WaterGroup shall be converted into 654 shares of the \$1.00 par value common stock of Canature. The parties acknowledge and agree that:

(a) There are currently 3 shares of the \$.01 par value common stock of WaterGroup that are issued and outstanding, all of which are owned by WaterGroup Companies Inc.

(b) That there are currently 654 shares of the \$1.00 par value common stock of Canature that are issued and outstanding, all of which are owned by Canature N.A. Inc.; and

(c) That following the Effective Date of this merger, all of the issued and outstanding shares of WaterGroup will be cancelled, and there will be 1,453 shares of the \$1.00 par value common stock of Canature issued and outstanding, 654 of which will be owned by Canature N.A. Inc., and 799 of which will be owned by WaterGroup Companies Inc.

The undersigned, constituting all of the stockholders and directors of both WaterGroup and Canature, by their signatures below, hereby unanimously adopt the above and foregoing Plan & Agreement of Merger of WaterGroup and Canature into Canature WaterGroup U.S.A. Inc.

WaterGroup Inc.,  
a Nebraska corporation

Canature U.S.A., Inc.,  
a Nebraska corporation

By:

\_\_\_\_\_  
Don Fettes, President & Director

By:

\_\_\_\_\_  
Don Fettes, CEO & Director

By:

\_\_\_\_\_  
Michale Fiorante, Director

By:

\_\_\_\_\_  
Jeffrey L. Warner, President & Director

By:

\_\_\_\_\_  
Toby Hughes, Director

By:

\_\_\_\_\_  
Toby Hughes, Director

That the current federal and state tax identification numbers of Canature will be retained by and used by Canature WaterGroup U.S.A. Inc. as the tax identification numbers of the surviving entity.

5. Conversion of WaterGroup Shares into Canature Shares: On the Effective Date all 3 shares of the issued and outstanding \$.01 par value common stock of WaterGroup shall be converted into 654 shares of the \$1.00 par value common stock of Canature. The parties acknowledge and agree that:

(a) There are currently 3 shares of the \$.01 par value common stock of WaterGroup that are issued and outstanding, all of which are owned by WaterGroup Companies Inc.

(b) That there are currently 654 shares of the \$1.00 par value common stock of Canature that are issued and outstanding, all of which are owned by Canature N.A. Inc.; and

(c) That following the Effective Date of this merger, all of the issued and outstanding shares of WaterGroup will be cancelled, and there will be 1,453 shares of the \$1.00 par value common stock of Canature issued and outstanding, 654 of which will be owned by Canature N.A. Inc., and 799 of which will be owned by WaterGroup Companies Inc.

The undersigned, constituting all of the stockholders and directors of both WaterGroup and Canature, by their signatures below, hereby unanimously adopt the above and foregoing Plan & Agreement of Merger of WaterGroup and Canature into Canature WaterGroup U.S.A. Inc.

WaterGroup Inc.,  
a Nebraska corporation

Canature U.S.A., Inc.,  
a Nebraska corporation

By:

\_\_\_\_\_  
Don Fettes, President & Director

By:

\_\_\_\_\_  
Don Fettes, CEO & Director

By:

\_\_\_\_\_  
Michale Fiorante, Director

By:

\_\_\_\_\_  
Jeffrey L. Warner, President & Director  
(12/24/2015)

By:

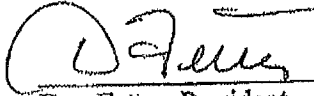
\_\_\_\_\_  
Toby Hughes, Director

By:

\_\_\_\_\_  
Toby Hughes, Director

WaterGroup Companies Inc.,  
Sole Shareholder of WaterGroup Inc.

By:

  
\_\_\_\_\_  
Don Fettes, President

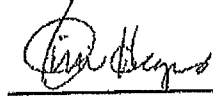
By:

  
\_\_\_\_\_  
Jon Sandomirsky, Director

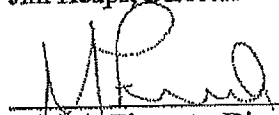
By:

  
\_\_\_\_\_  
Dale Lewgood, Director

By:

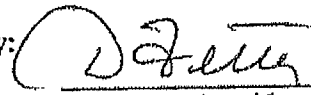
  
\_\_\_\_\_  
Jim Heaps, Director

By:

  
\_\_\_\_\_  
Michale Fiorante, Director

Canature N.A. Inc., Sole Stockholder of  
Canature U.S.A., Inc.

By:

  
\_\_\_\_\_  
Don Fettes, President



**ASSIGNMENT OF ASSIGNOR'S INTEREST AND GOODWILL IN THE "PURA"**  
**TRADEMARK**

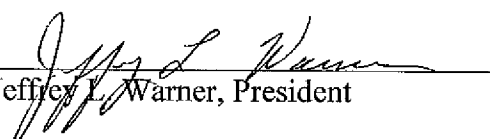
Comes now, WaterGroup Companies Inc., a Canadian Corporation, (hereinafter "Assignor") and the current owner of the Federal Trademark "PURA", Registration Number 4,661,851 (hereinafter "PURA") and does hereby transfer and assign its entire right, title and interest in the registered mark PURA, to Canature WaterGroup U.S.A., Inc., a Nebraska Corporation, (hereinafter "Assignee") for good and valuable consideration received. Upon execution of this document, the Assignee shall acquire all of the legal advantages of the mark "PURA" that the Assignor previously enjoyed, including priority of use. This Assignment of Interest shall be filed with the United States Patent and Trademark Office so that Assignee is shown as the record owner of the "PURA" mark found at Registration Number 4,661,851.

Dated this 13 day of May, 2016.

WaterGroup Companies Inc., Assignor

By:   
Don Fettes, President

Canature WaterGroup U.S.A., Inc., Assignee

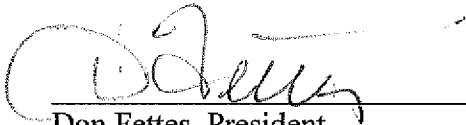
By:   
Jeffrey L. Warner, President

**ASSIGNMENT OF ASSIGNOR'S INTEREST AND GOODWILL IN THE "PURA"**  
**TRADEMARK**

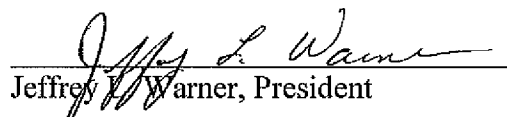
Comes now, WaterGroup Companies Inc., a Canadian Corporation, (hereinafter "Assignor") and the current owner of the Federal Trademark "PURA", Registration Number 2,317,499, (hereinafter "PURA") and does hereby transfer and assign its entire right, title and interest in the registered mark PURA, to Canature WaterGroup U.S.A. Inc., a Nebraska Corporation, (hereinafter "Assignee") for good and valuable consideration received. Upon execution of this document, the Assignee shall acquire all of the legal advantages of the mark "PURA" that the Assignor previously enjoyed, including priority of use. This Assignment of Interest shall be filed with the United States Patent and Trademark Office so that Assignee is shown as the record owner of the "PURA" mark found at Registration Number 2,317,499.

Dated this 13 day of May, 2016.

WaterGroup Companies Inc., Assignor

By:   
\_\_\_\_\_  
Don Fettes, President

Canature WaterGroup U.S.A., Inc., Assignee

By:   
\_\_\_\_\_  
Jeffrey L. Warner, President