

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	01/03/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.F. LABS, INC.		12/01/2010	Corporation: ILLINOIS
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
AFAM CONCEPT, INC.	12/01/2010	Corporation: ILLINOIS	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	AFAM CONCEPT, INC.		
Street Address:	7401 SOUTH PULASKI ROAD		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60629		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1392878	LEISURE CURL	
CORRESPONDENCE DATA			
Fax Number:	7037399577		
<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:	7037394900		
Email:	btaylor@stites.com		
Correspondent Name:	Brewster Taylor		
Address Line 1:	1800 Diagonal Rd.		
Address Line 2:	Suite 325		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Brewster Taylor		
SIGNATURE:	/BT/		
DATE SIGNED:	10/18/2016		

OP \$40.00 1392878

Total Attachments: 13

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PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF
AFAM CONCEPT, INC.
WITH AND INTO
JF LABS, INC.
UNDER THE NAME OF
AFAM CONCEPT, INC.

This Plan and Agreement of Merger (Plan) is made this 1st day of December, 2010, by and between AFAM CONCEPT, INC., an Illinois corporation, and JF LABS, INC., an Illinois corporation.

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A Plan of Merger of the Merging Corporation and Surviving Corporation, pursuant to the provisions of Article 11 of the Business Corporation Act of the State of Illinois of 1983 as amended, and Section 368 (a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Corporation, AFAM Concept, Inc., shall be merged with and into the Surviving Corporation, JF Labs, Inc., to exist and be governed by the laws of the State of Illinois.

(b) The name of the Surviving Corporation shall be changed to AFAM Concept, Inc.

(c) When this Plan shall become effective, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with its own assets.

(e) Each constituent corporation has shares of the following classes and series, in the number and with or without voting rights as specified here:

AFAM CONCEPT, INC. has 1,000,000 shares outstanding of 1,000,000 authorized shares in the class designated common, and this class and series is entitled to vote;

JF LABS, INC. has 1,000 shares outstanding of 1,000 authorized shares in the class designated common, and this class is entitled to vote;

(f) The shareholders of the Merging Corporation will surrender all of their shares in the manner set forth below.

(g) In exchange for the shares of the Merging Corporation surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock. The Surviving Corporation will issue an additional one thousand (1,000) shares of common stock.

(h) The shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation.

Effective Date

1.02. The effective date of the merger shall be the date that the Certificate of Merger is issued by the Illinois Secretary of State.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Merging Corporation

2.01. As a material inducement to the Surviving Corporation to execute this Plan and perform its obligations under this Plan, the Merging Corporation represents and warrants to the Surviving Corporation as follows:

(a) The Merging Corporation is a corporation duly organized, validly incorporated, and in good standing under the laws of the State of Illinois, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Merging Corporation has an authorized capitalization of \$301,000.00 consisting of 1,000,000 shares of common stock of which 1,000,000 shares are validly issued and outstanding, and 3,000 shares of preferred stock validly issued and outstanding, fully paid and nonassessable on the date of this Plan.

(c) The Merging Corporation has furnished the Surviving Corporation with its balance sheet as of December 31, 2009 and the related unaudited statement of income for the twelve months then ended, and an interim unaudited balance sheet (the Balance Sheet) as of September 30, 2010 (The Balance Sheet Date) and the related statement of income for the two (two) month period then ended. These financial statements (i) are in accordance with the books and records of the Merging Corporation; (ii) fairly present its financial condition as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with regard to any of its contracts or commitments. Specifically, but not by way of limitation, the Balance Sheet disclosed, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of the Merging Corporation at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state and local tax returns of the Merging Corporation have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with regard to the periods covered by the returns have been paid. The Merging Corporation has not been delinquent in the payment of any tax or assessment.

The Surviving Corporation

2.02. As a material inducement to the Merging Corporation to execute this Plan and perform its obligations under this Plan, the Surviving Corporation represents and warrants to the Merging Corporation as follows:

(a) The Surviving Corporation is a corporation duly organized, validly incorporated, and in good stand under the laws of the State of Illinois with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Surviving Corporation has an authorized capitalization of \$1,000.00 consisting of 1,000 shares of common stock of which 1,000 shares are validly issued and outstanding, fully paid and nonassessable on the date of this Plan.

(c) After the merger, the Surviving Corporation will have 3,000 shares of common stock issued and outstanding.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Illinois securities laws and the related supervisory commission to the end that this Plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to be otherwise in accord with all antifraud restrictions in this area.

ARTICLE 3. COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger, the Merging Corporation shall not:

- (a) Create or issue any indebtedness for borrowed money.
- (b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders and Filing

3.02. This Plan shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Illinois for approval.

Conditions Precedent to Obligations of Merging Corporation

3.03. Except as may be expressly waived in writing by the Merging Corporation, all of its obligations under this Plan are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Corporation:

(a) The representations and warranties made by the Surviving Corporation to the Merging Corporation in Article 2 of this Plan and in any document delivered pursuant to this Plan shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If the Surviving Corporation shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Merging Corporation and shall either correct the error, misstatement, or omission or obtain a written waiver from the Merging Corporation.

(b) The Surviving Corporation shall have performed and complied with all agreements and conditions required by this Plan to be performed and complied with by its prior to or on the Effective Date.

(c) The Surviving Corporation shall have delivered to the Merging Corporation an opinion of Sosin Arnold & Leibforth, Ltd., counsel for the Surviving Corporation, dated the Effective Date, to the effect that:

- (1) The Surviving Corporation is a corporation duly organized, validly incorporated, and in good standing under the laws of the State of Illinois, with full corporate power to carry on the business in which it is engaged. The Surviving Corporation has no subsidiaries.
- (2) The execution, delivery and performance of this Plan by the Surviving Corporation has been duly authorized and approved by the requisite corporate action.
- (3) This Plan and the instruments delivered to the Merging Corporation under this Plan have been duly and validly executed and delivered by the Surviving Corporation and constitute the valid and binding obligations of the Surviving Corporation, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) The Surviving Corporation shall be delivered to the Merging Corporation a certificate dated with the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Plan and all certificates, opinions, agreements, instruments and documents shall be satisfactory in form and substance to counsel for the Merging Corporation.

Conditions Precedent to Obligations of Surviving Corporation

3.04. Except as may be expressly waived in writing by the Surviving Corporation, all of its obligations under this Plan are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Merging Corporation:

(a) The representations and warranties made by the Merging Corporation to the Surviving Corporation in Article 2 of this Plan and in any document delivered pursuant to this Plan shall be deemed to have been made again on the Effective Date and shall then be true and correct. If the Merging Corporation shall have discovered any material error, misstatement or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Surviving Corporation and shall either correct the error, misstatement, or omission or obtain a written waiver from the Surviving Corporation.

(b) The Merging Corporation shall have performed and complied with all agreements or conditions required by this Plan to be performed and complied with by its prior to or on the Effective Date.

(c) The Merging Corporation shall have delivered to the Surviving Corporation an opinion of Sosin Arnold & Leibforth, Ltd., counsel for the Merging Corporation, dated the Effective Date, to the effect that:

- (1) The Merging Corporation is a corporation duly organized, validly incorporated, and in good standing under the laws of the State of Illinois, with full corporate power to carry on the business in which it is engaged. The Merging Corporation has no subsidiaries.
- (2) The execution, delivery and performance of this Plan by the Merging Corporation has been duly authorized and approved by the requisite corporate action.
- (3) This Plan and the instruments delivered to the Surviving Corporation under this Plan have been duly and validly executed and delivered by the Merging Corporation and constitute the valid and binding obligations of the Merging Corporation, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) The Merging Corporation shall have delivered to the Surviving Corporation a certificate dated with the Effective Date, executed in its corporate name by its President and Secretary and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b), of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of the Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. The shareholders of the Merging Corporation shall be entitled to receive one share for each 1,000 Shares of common stock surrendered, and one share of common stock in the Surviving Corporation for each share of preferred stock surrendered, resulting with 2,000 additional shares of common stock in the Surviving Corporation being issued.

Shares of Surviving Corporation

4.03. The currently outstanding 1,000 shares of the common stock of the Surviving Corporation shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Surviving Corporation

5.01. (a) The present Board of Directors of the Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who, as of the Effective Date of this merger, shall be executive or administrative officers of the Surviving Corporation shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. ARTICLES AND BYLAWS

Articles of Surviving Corporation

6.01. The articles of incorporation of the Surviving Corporation, existing on the Effective Date of the merger shall continue in full force as the articles of incorporation of the Surviving Corporation until they are altered, amended or repealed as provided in the articles or as provided by law.

Bylaws of Surviving Corporation

6.02. The bylaws of the Surviving Corporation existing on the Effective Date of the merger shall continue in full force as the Bylaws of the Surviving Corporation until they are altered, amended or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION AND EXPENSES OF MERGING CORPORATION

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Merging Corporation, or by or on behalf of the Surviving Corporation pursuant to this Plan shall be deemed representations and warranties made by the respective parties to each other under this Plan. The covenants, representations and warranties of the parties shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties shall act as a waiver of any representation or warranty made under this Plan.

Expenses

7.02. The Merging Corporation will cause its shareholders to pay all expenses in excess of \$10,000 incurred by it in connection with and arising out of this Plan and the transactions contemplated by this Plan, including without limitation all fees and expenses of its counsel and

accountants (none of which shall be charged to the Merging Corporation). The Surviving Corporation shall bear those expenses incurred by it in connection with this Plan and the transactions contemplated by this Plan.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Plan may be terminated and the merger may be abandoned at any time prior to the Effective date notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a) By mutual consent of the Board of Directors of the constituent corporations.
- (b) At the election of the Board of Directors of either constituent corporation if:
 - (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (4) Between the date of this Plan and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.
- (c) At the election of the Board of Directors of the Merging Corporation if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986 and that no gain or loss will be recognized to its shareholders on the exchange of their common stock for stock of the Surviving Corporation.
- (d) At the election of the Board of Directors of the Surviving Corporation if without its prior consent in writing, the Merging Corporation shall have:

- (1) Created or issued any indebtedness for borrowed money.
- (2) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Plan and abandon the merger:

- (a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.
- (b) On the giving of notice as provided in Subparagraph (a), this Plan shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Plan, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. The Merging Corporation agrees that, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Corporation further agrees to take or cause to be taken any further or other actions that the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation to and possession of all the property, rights, privileges, powers and franchises referred to in Article 1 of this Plan, and otherwise to carry out the intent and purposes of this Plan.

Notices

9.02. Any notice or other communication required or permitted under this Plan shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

- (a) In the case of the Merging Corporation, to: David B. Sosin, Sosin Arnold & Leibforth, Ltd., 11800 S. 75th Avenue, Palos Heights, Illinois, 60463, or to such other person or address as the Merging Corporation may request in writing.

(b) In the case of the Surviving Corporation, to: David B. Sosin, Sosin Arnold & Leibforth, Ltd., 11800 S. 75th Street, Palos Heights, Illinois, 60463, or to such other persons or address as the Surviving Corporation may request in writing.

Entire Plan; Counterparts

9.03. This Plan and the exhibits to this Plan contain the entire plan between the parties with regard to the contemplated transaction. This Plan may be executed in any number of counterparts, all of which taken together shall be deemed on original.


Controlling law

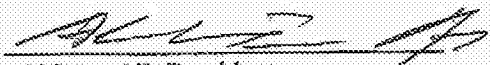
9.04. The validity, interpretation and performance of this Plan shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Plan was executed on this 1st day of December, 2010.

AFAM CONCEPT, INC.

JF LABS, INC.


BY: 
Akhtar Ali, President

BY: 
Akhtar Ali, President

ATTEST:

ATTEST:

BY: 
Akhtar Ali, Secretary

BY: 
Korkor Owusu Akoto, Secretary

Form BCA-4.15/4.20
(Rev. Jan. 2009)

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-9520
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order, payable to
Secretary of State.

Application to Adopt,
Change or Cancel an
Assumed Corporate Name

File #: 57935405

DO NOT SEND CASH

This space for use by
Secretary of State.

Date:

Filing Fee: \$
(See Note Below)

Approved:

1. Corporate Name: AFAM CONCEPT, INC.
2. State or Country of Incorporation: IL
3. Date Incorporated (if an Illinois corporation) or Date Authorized to Transact Business in Illinois (if a foreign corporation):
August 9, 1994
Month & Day Year

Complete No. 4 and No. 5 if adopting or changing an assumed corporate name.

4. Corporation intends to adopt and to transact business under the assumed corporate name of:
JF LABS
5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until August 1, 2015, the first day of the corporation's anniversary
Month & Day Year
month in the next year evenly divisible by five.

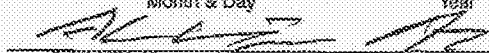
Complete No. 6 if changing or cancelling an assumed corporate name.

6. Corporation intends to cease transacting business under the assumed corporate name of:

7. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated December 1, 2010
Month & Day Year

AFAM CONCEPT, INC.
Exact Name of Corporation


Any Authorized Officer's Signature

Akhtar Ali, President
Name and Title (type or print)

NOTE: The filing fee to adopt an assumed corporate name is \$150 if the current year ends with a 0 or 5; \$120 if the current year ends with a 1 or 6; \$90 if the current year ends with a 2 or 7; \$60 if the current year ends with a 3 or 8; or \$30 if the current year ends with a 4 or 9.

The fee for cancelling an assumed corporate name is \$5.

The fee to change an assumed name is \$25.

Form BCA-14.35

(Rev. Jan. 2003)

**Report Following Merger
or Consolidation**

File #: 57935405

Secretary of State
Department of Business Services
Springfield, IL 62758
217-782-6961
www.cyberdriveillinois.com

DO NOT SEND CASH

This space for use by
Secretary of State

Date:
Franchise Tax: \$
Filing Fee: \$ 5
Penalty: \$
Interest: \$
Approved:

Remit payment in the form of a
check or money order, payable to
Secretary of State.

1. Corporate Name: AFAM CONCEPT, INC.

2. State or Country of incorporation: IL

3. Issued shares of each corporation party to the merger prior to the merger:

Corporation	Class	Series	Par Value	Number of Shares
JF LABS, INC.	Common			1,000
AFAM CONCEPT, INC.	Preferred			3,000
AFAM CONCEPT, INC.	Common			1,000,000

4. Paid-in Capital of each corporation party to the merger prior to the merger:

Corporation	Paid-in Capital
JF LABS, INC.	\$ 1,000
AFAM CONCEPT, INC.	\$ 301,000
	\$
	\$
	\$

5. Description of merger: (Include effective date and brief explanation of the conversion as stated in the plan of merger.)
Shareholders of JF Labs, Inc. to retain 1,000 shares of common stock; Shareholders of AFAM Concept, Inc. to receive 1 share for each 1,000 shares of common stock surrendered; Preferred Shareholders of AFAM Concept, Inc. to receive 1 share of common stock for each 3 shares of Preferred stock surrendered.

6. Issued shares after merger:


Class	Series	Par Value	Number of Shares
Common	N/A	1.00	3,000

7. Paid-in Capital of the surviving or new corporation: \$ 302,000
(*Paid-in Capital* replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)

ITEM 8 MUST BE SIGNED

8. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated December 1, 2010 AFAM CONCEPT, INC.
 Month & Day Year Exact Name of Corporation


 Any Authorized Officer's Signature

Akhtar Aji, President
 Name and Title (type or print)

Printed by authority of the State of Illinois, June 2008 — 564 — C 243.3