

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/31/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vehicle Theft Registration, LLC		12/31/2014	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prevent-a-Theft Group Nevada, LLC		
<b>Street Address:</b>	2020 Haren Drive, Suite 200		
<b>City:</b>	Henderson		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89015		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3179895	IDENTICODE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231872		
<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>	978-887-3405		
<b>Email:</b>	smartin@altmartlaw.com		
<b>Correspondent Name:</b>	Steven K Martin		
<b>Address Line 1:</b>	6 Beacon Street, Suite 710		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02108		
<b>NAME OF SUBMITTER:</b>	Steven K Martin		
<b>SIGNATURE:</b>	/Steven K Martin/		
<b>DATE SIGNED:</b>	11/02/2016		
<b>Total Attachments: 12</b>			
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ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Suite 1  
 Carson City, Nevada 89701-4520  
 (775) 684-5708  
 Website: www.nvssos.gov



Filed in the office of	Document Number
	20150053777-27
Ross Miller	Filing Date and Time
Secretary of State	12/30/2014 3:50 PM
State of Nevada	Entity Number
	LLC10799-2004

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 1

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Articles of Merger  
 (Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity front article one.

Vehicle Theft Registration Systems, L.L.C.

Name of merging entity

California

Jurisdiction

Limited Liability Company

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

and,

Prevent-a-Theft Group Nevada, L.L.C.

Name of surviving entity

Nevada

Jurisdiction

Limited Liability Company

Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1  
 Revised: 8-31-11



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.100):

Attn:

c/o:

3) Choose one:

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 2  
 Rev:10/08 8-31-11



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 3

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(b) The plan was approved by the required consent of the owners of:

Vehicle Theft Registration Systems, LLC  
 Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

Prevent-a-Theft Group Nevada, LLC  
 Name of surviving entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 3  
 Revised: 8-31-11



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

Name of surviving entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Merger Page 4  
 Revised: 6-21-11



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)\*:

None

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: 12-31-11 Time: 11:59 pm

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger 11/29/06  
 Revised 8-31-11



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**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Vehicle Theft Registration Systems, LLC  
 Name of merging entity  
 X [Signature] Manager  
 Signature Title

12-29-14  
 Date

Name of merging entity  
 X \_\_\_\_\_  
 Signature Title

Date

Name of merging entity  
 X \_\_\_\_\_  
 Signature Title

Date

Name of merging entity  
 X \_\_\_\_\_  
 Signature Title

Date

and,  
 Prevent-a-Theft Group Nevada, LLC,  
 Name of surviving entity  
 X [Signature] Manager  
 Signature Title

12-29-14  
 Date

\* The articles of merger must be signed by each foreign constituent only in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6  
 Revised: 6-26-11



AGREEMENT AND PLAN OF MERGER

Between

VEHICLE THEFT REGISTRATION SYSTEMS, LLC,  
A California limited liability company

and

PREVENT-a-THEFT GROUP NEVADA, LLC,  
A Nevada limited liability company

This Agreement and Plan of Merger ("Agreement") dated as of December 29, 2014, is between Vehicle Theft Registration Systems LLC, a California limited liability company ("Merging Company"), and Prevent-a-Theft Group Nevada, LLC, a Nevada limited liability company ("Surviving Company").

WITNESSETH

WHEREAS, Merging Company is a limited liability company existing under the laws of the state of California;

WHEREAS, Surviving Company is a limited liability company existing under the laws of the state of Nevada;

WHEREAS, the Manager and Members of Merging Company and Surviving Company have determined that the merger of Merging Company into Surviving Company (the "Mergor"), resulting in a single limited liability company existing under the laws of Nevada upon the terms and conditions set forth in this Agreement, is advisable and in the best interests of their respective companies and Members, and have approved this Agreement;

WHEREAS, Merging Company and Surviving Company intend that the merger be a tax-free reorganization within the meaning of Section 708(b)(2) of the Internal Revenue Code;

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I  
THE MERGER

SECTION 1.01. *The Merger.* Upon the terms and conditions set forth in this Agreement, the Articles of Merger to be filed in Nevada and Certificate of Merger to be filed in California or other appropriate documents (in any such case, the "Merger Documents") required by law in connection with the Merger, and in accordance with the applicable provisions of the Nevada Revised Statutes ("Nevada Law") and the California Corporations Code ("California Law"), Merging Company will be merged with and into Surviving Company as of the Effective Time. Following the Merger, Merging Company will be dissolved pursuant to state law and the separate corporate existence of Merging Company will cease.

SECTION 1.02. *Effective Time.* On the date hereof, or as soon as practicable thereafter, the parties shall file the Articles of Merger in such form as is required by, and executed in accordance with, the relevant provisions of Nevada Law and make all other filings or recordings required by law in connection with the Merger. The Merger shall become effective as of the close of business on December 31, 2014 (the "Effective Time").

SECTION 1.03. *Effects of the Merger.* The Merger shall have the effects set forth in the Nevada Law and the California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the rights and property of Merging Company shall vest in Surviving Company, and all debts and liabilities of Merging Company shall become the debts and liabilities of Surviving Company as though the Surviving Company had incurred them.

SECTION 1.04. *Corporate Governance Documents.* The Articles of Organization and Operating Agreement of Surviving Company shall not be amended

in any respect by reason of this Agreement.

SECTION 1.05. *Managers.* The Manager of the Surviving Company immediately prior to the Effective Time shall remain as the Manager of Surviving Company as of the Effective Time and shall serve in such capacity until the earlier of his resignation or removal or until his respective successor(s) are duly elected and qualified, as the case may be. Services of the Manager of Merging Company shall cease as of the Effective Time.

## ARTICLE II CONVERSION OF MEMBERSHIP INTERESTS

SECTION 2.01. *Effect on the Membership Interests of Merging Company.* As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any Membership Interest of Merging Company or the Surviving Company:

*Membership Interest of Merging Company.* Each Membership Interest of Merging Company (the "Merging Company Membership Interest") shall be converted into and become an equivalent Membership Interest in Surviving Company (the "Surviving Company Common Stock").

*Membership Interest of Surviving Company.* All outstanding Membership Interests of Surviving Company held by any Member of the Surviving Company immediately before the Effective Time shall, by virtue of the Merger and at the Effective Time, cease to exist and such Membership Interests shall be cancelled without consideration.

## ARTICLE III ADDITIONAL AGREEMENTS

SECTION 3.01. *Fillings.* As promptly as practicable, each party hereto shall properly prepare and file any filings required under any laws relating to the Merger.

SECTION 3.02. *Consents and Approvals.* Upon the terms and conditions set forth in this Agreement, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken (including through its officers and directors and other appropriate personnel), all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger contemplated by this Agreement, including (a) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from any federal, state or local government or any court, administrative or regulatory agency or commission or other governmental authority or agency, domestic or foreign (collectively, "Governmental Entities") and the making of all necessary registrations and filings (including filings with Governmental Entities, if any) and the taking of all reasonable steps as may be necessary to obtain permits or waivers from, or to avoid an action or proceeding by, any Governmental Entity, (b) the obtaining of all necessary consents, approvals or waivers from their Managers and Members, (c) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of any of the transactions contemplated by this Agreement, and (d) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes, of this Agreement.

SECTION 3.03. *Tax Treatment.* Each of Merging Company and Surviving Company intend that the Merger qualify as an assets-over merger within the meaning of Treas. Reg. § 1.708-1(c)(1).

#### ARTICLE IV TERMINATION, AMENDMENT AND WAIVER

SECTION 4.01. *Termination.* This Agreement may be terminated at any time prior to the Effective Time by written consent of each of the parties.

SECTION 4.02. *Amendment.* This Agreement may be amended by the mutual agreement of the parties at any time. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

SECTION 4.03. *Extension; Waiver.* At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties or, (b) waive compliance by the other party with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of

those rights.

ARTICLE V  
GENERAL PROVISIONS

SECTION 5.01. *Notices.* All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the parties at their address of record.

SECTION 5.02. *Interpretation.* When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 5.03. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 5.04. *Entire Agreement; No Third-Party Beneficiaries.* This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of these agreements and are not intended to confer upon any person other than the parties any rights or remedies hereunder.

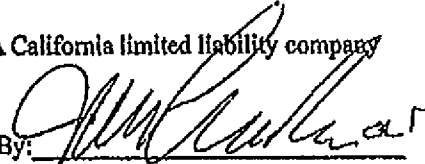
SECTION 5.05. *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO ANY APPLICABLE PRINCIPLES OF CONFLICTS OF LAW.

SECTION 5.06. *Assignment.* Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties.

IN WITNESS WHEREOF, Merging Company and Surviving Company have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

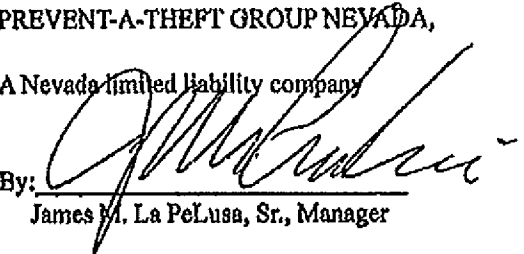
VEHICLE THEFT REGISTRATION  
SYSTEMS, LLC,

A California limited liability company

By:   
James M. La PeLusa, Sr., Manager

PREVENT-A-THEFT GROUP NEVADA,  
LLC,

A Nevada limited liability company

By:   
James M. La PeLusa, Sr., Manager

Agreement and Plan of Merger -- Execution Copy