

900388056 12/09/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM408321

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	11/22/2016
RESUBMIT DOCUMENT ID:	900386847

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PersonalizationMall.com, Inc.		11/22/2016	Corporation: ILLINOIS

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
PersonalizationMall.com, LLC	11/22/2016	Corporation: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	PersonalizationMall.com, LLC
Street Address:	51 Shore Drive
City:	Burr Ridge
State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4567973	PMALL
Serial Number:	87226219	CUSTOM KIDZ
Serial Number:	87224866	CUSTOM KIDZ
Serial Number:	87198156	PERSONALIZATIONMALL.COM
Serial Number:	87198162	PERSONALIZED GIFTS FOR LIFE'S CELEBRATIO
Registration Number:	2561853	PERSONALIZATION MALL
Registration Number:	4071772	YOUR LOGO. THEIR NAME. OUR SPECIALTY.
Registration Number:	3996778	PERSONALIZATIONMALL.COM
Registration Number:	4111211	MY PERSONAL REWARDS
Registration Number:	4279079	A GIFT FOR THEM. A GIFT FOR YOU.

CORRESPONDENCE DATA

Fax Number: 3128966289

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: 312.443.1787
Email: ipdocket-chi@lockelord.com
Correspondent Name: Sean C. Fifield
Address Line 1: 111 S, Wacker Dr.
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	1006460.0004
NAME OF SUBMITTER:	Ingrid J. Scheckel
SIGNATURE:	/Ingrid J. Scheckel/
DATE SIGNED:	12/09/2016

Total Attachments: 7

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FORM **BCA 11.39** (rev. Dec. 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
 Business Corporation Act

Secretary of State
 Department of Business Services
 501 S. Second St., Rm. 350
 Springfield, IL 62756
 217-782-6961
 www.cyberdriveillinois.com

FILED

NOV 22 2016

JESSE WHITE
 SECRETARY OF STATE

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

The filing fee is \$100, but if merger involves more than two corporations, submit \$50 for each additional corporation.

File # 5990-170-2 Filing Fee: \$ 100.00 Approved: JE

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<u>PersonalizationMall.com, Inc.</u>	<u>Illinois</u>	<u>59901702</u>
<u>PersonalizationMall.com, LLC</u> <i>S</i>	<u>Delaware</u>	<u>NR</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: PersonalizationMall.com, LLC

b. Corporation or Limited Liability Company shall be governed by the laws of: Delaware

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
 Please see the attached Agreement and Plan of Merger.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

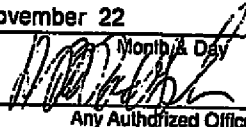
Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (\$11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (\$11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
PersonalizationMall.com, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

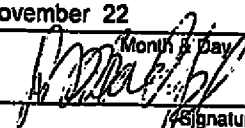
7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated November 22 , 2016 PersonalizationMall.com, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
Daniel Randolph, President & CEO
Name and Title (type or print)

Dated _____ , _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated November 22 , 2016 PersonalizationMall.com, LLC
Month & Day Year Exact Name of Limited Liability Company

Signature
Phenom Holding Corp., by Daniel Randolph, President, Secretary & Treasurer
Name and Title (type or print)

Dated _____ , _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of November 22, 2016, is entered into by and between PersonalizationMall.com, Inc. (the "Company"), an Illinois corporation wholly owned by Daniel R. Randolph ("Owner") and PersonalizationMall.com, LLC ("New LLC"), a Delaware limited liability company and wholly owned subsidiary of Phenom Holding Corp., a Florida corporation wholly owned by Owner. The Company and New LLC are referred to collectively herein as the "Parties" and each a "Party."

WITNESSETH:

WHEREAS, the Company is a corporation duly organized and existing under the Illinois Business Corporation Act of 1983 (the "IBCA"); and

WHEREAS, New LLC is a limited liability company duly organized and existing under the Delaware Limited Liability Company Act (the "DLLCA"); and

WHEREAS, the Parties desire that the Company merge with and into New LLC pursuant to the IBCA and the DLLCA, on the terms set forth herein, with New LLC as the surviving entity; and

WHEREAS, each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

NOW, THEREFORE, in consideration of the promises and mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), the Company shall be merged with and into New LLC (the "Merger") such that New LLC shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretaries of State of Illinois and Delaware, and the Merger shall become effective upon such filings (the "Effective Time").

2. Effects of the Merger. At the Effective Time, New LLC shall continue in existence as the Surviving Entity and all of the rights, privileges and powers of the Company, all property, real, personal and mixed of the Company, all debts due to the Company, as well as other things and causes of action belonging to the Company, shall vest in the Surviving Entity without further act or deed and shall thereafter be the property of the Surviving Entity. From and after the Effective Time, all of the debts, liabilities and duties of the Company shall attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Entity. All corporate acts, plans,

policies, agreements, arrangements, approvals and authorizations of the Company, its shareholder, Board of Directors and committees thereof, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Company. The employees and agents of the Company shall become the employees and agents of the Surviving Entity and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the Company.

3. Governing Documents. The Certificate of Formation and Limited Liability Company Agreement of the New LLC, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation and Limited Liability Company Agreement of the Surviving Entity without change or amendment.

4. Officers and Directors. The persons who are officers of New LLC immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Entity, without change until their successors have been duly elected and qualified in accordance with the Certificate of Formation and Limited Liability Company Agreement of the Surviving Entity.

5. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors or assigns, there shall be executed and delivered on behalf of the Company and New LLC such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company and New LLC, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Entity are fully authorized in the name and on behalf of the Company and New LLC or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of the Company stock issued and outstanding immediately prior to the Effective Time shall be cancelled and extinguished. At the Effective Time, interests of New LLC issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

7. Amendment. The parties hereto, by mutual consent of the Board of Directors of the Company and the sole member of New LLC, may amend, modify or supplement this Agreement prior to the Effective Time.

8. Termination. This Agreement may be terminated and the Merger and others transactions herein provided for abandoned at any time prior to the Effective Time, if the Board of Directors of the Company or the sole member of New LLC determines that the consummation of the transactions provided for herein would not, for any reason

be in the best interests of the Parties and their sole shareholder and sole member, respectively.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the choice or conflict of law provisions contained therein.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

PERSONALIZATIONMALL.COM, INC.

By: _____
Name: Daniel Randolph
Title: President and CEO

PERSONALIZATIONMALL.COM, LLC

By: Phenom Holding Corp., its sole
member

By: _____
Name: Daniel Randolph
Title: President, Secretary and
Treasurer

[Signature Page to Agreement and Plan of Merger]

1065963.03-CHISR02A - MSW

RECORDED: 12/05/2016

TRADEMARK
REEL: 005940 FRAME: 0992