

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408918

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	11/14/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Invisible Gadget Guard, Inc.		11/14/2016	Corporation: UTAH

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Antenna79, Inc.	11/14/2016	Corporation: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Antenna79, Inc.
Street Address:	709 North 400 West
Internal Address:	Suite 3
City:	North Salt Lake
State/Country:	UTAH
Postal Code:	84054
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77962083	BACKSPIN
Serial Number:	77963377	
Serial Number:	77969266	SAFE CAN STILL BE SEXY
Serial Number:	77969263	SPICE UP YOUR PHONE LIFE
Serial Number:	77969259	BACKSPIN
Serial Number:	85347836	GADGET GUARD
Serial Number:	85853579	GADGET GUARD
Serial Number:	86548111	BLACK ICE
Serial Number:	86554119	SHADOW EDITION
Serial Number:	86698189	SILVER SCREEN EDITION
Serial Number:	86698183	TECHTONIC

CORRESPONDENCE DATA

Fax Number:

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: 801-799-5958
Email: docket@hollandhart.com
Correspondent Name: Holland & Hart LLP
Address Line 1: 222 S. Main Street
Address Line 2: Suite 2200
Address Line 4: Salt Lake City, UTAH 84101

NAME OF SUBMITTER:	Ian D. Clouse
SIGNATURE:	/Ian D. Clouse/
DATE SIGNED:	12/14/2016

Total Attachments: 29

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is entered into as of the 14th day of November 2016 by and among ANTENNA79, INC., a Delaware corporation (“A79”), INVISIBLE GADGET GUARD, INC., a Utah corporation (“GG”), and each of SEALION ENTERPRISES, LLC, a Utah limited liability company, MJE Holdings, LTD, GLENN WILLIAMS ENTERPRISES, LLC, BRETT BRADSHAW AND KENT FORSGREN (each as set forth on Exhibit A hereto, the “Shareholders” and each, a “Shareholder”).

RECITALS

WHEREAS, the Board of Directors of GG and the Board of Directors of A79 (i) have determined that this Agreement and related transactions contemplated hereby are in the best interests of their respective companies and stockholders, (ii) have determined that this Agreement and the transactions contemplated hereby are consistent with and in furtherance of their respective business strategies, and (iii) have adopted resolutions approving this Agreement and declaring its advisability;

WHEREAS, pursuant to the terms of A79’s Amended and Restated Certificate of Incorporation, as in effect prior to the Conversion (as defined below) (the “Prior A79 Charter”), the requisite holders of A79’s Series A Convertible Preferred Stock, par value \$0.0001 per share (the “A79 Preferred Stock”), have elected to convert, prior to the Effective Time (as defined below), all of the shares of A79 Preferred Stock outstanding immediately prior to such time into shares of A79 Common Stock (as defined below) (the “Conversion”);

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WHEREAS, subject to the terms and conditions set forth herein, GG will be merged with and into A79 (the “Merger”), and A79 will be the surviving corporation in the Merger and all of the issued and outstanding shares of the capital stock of GG will, by virtue of the Merger, be converted into the right to receive the Merger Consideration from A79 with respect to such shares.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION

1.1 Definitions. The following terms shall have the following meanings for the purposes of this Agreement:

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“GG Owned Intellectual Property” shall have the meaning set forth in Section 4.15(f).

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“Intellectual Property” means all forms of intellectual property rights and other proprietary rights and protections throughout the world, including all (a) U.S. and foreign patents and statutory invention registrations (including any patent applications, together with all continuations, continuations-in-part, divisions, extensions, provisionals, reexaminations, reissues, renewals and revisions), patent applications, inventions, invention disclosures (whether or not patentable and whether or not reduced to practice) and improvements thereto; (b) trademarks, service marks, trade names, trade dress, fictional business names, trading names, unregistered trademarks, logos or corporate names and registrations and applications for registration thereof, together with the goodwill associated therewith; (c) computer software, data, and databases and documentation thereof; (d) Internet domain names; (e) copyrights, works of authorship, including registered copyrights and registrations and applications for registrations thereof; and (f) proprietary information, including but not limited to, all categories of trade secrets, know-how, confidential information, processes, procedures, drawings, specifications, designs, plans, proposals, technical data, financial, marketing, customer and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information and other confidential information, in each case whether currently existing or hereafter developed or acquired, arising under statutory law, common law, or by contract, and whether or not perfected, registered or issued, including all applications, disclosures, registrations, issuances, renewals and extensions with respect thereto.

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**ARTICLE 2.
THE MERGER**

2.1 Conversion. The Conversion shall have been consummated prior to the Closing and prior to the filing of the Amended and Restated Certificate of Incorporation.

2.2 Merger.

(a) The constituent entities to the Merger are A79 and GG. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL and

the Utah Revised Business Corporation Act (the “URBCA”), at the Effective Time, GG shall be merged with and into A79. As a result of the Merger, A79 shall continue as the surviving corporation (the “Surviving Corporation”) in the Merger and the corporate existence of GG shall cease at the Effective Time. The closing of the Merger (the “Closing”) shall take place remotely via the exchange of documents and signature pages on the date hereof (the “Closing Date”).

(b) On the Closing Date, the parties shall cause the Merger to be consummated by delivery of the (i) Certificate of Merger relating to the Merger to the Secretary of State of the State of Delaware (the “Delaware Secretary”) for filing in accordance with Section 251 of the DGCL and substantially the form attached hereto as Exhibit D (the “Certificate of Merger”) and (ii) Articles of Merger relating to the Merger to the Utah Department of Commerce, Division of Corporations and Commercial Code (the “Utah Division”) for filing in accordance with Section 1105 of the URBCA and substantially in the form attached hereto as Exhibit E (the “Articles of Merger”) (the date and time of filing of the Certificate of Merger with the Delaware Secretary and the Articles of Merger with the Utah Division, or, if another date and time is specified in such filing, such specified date and time, being the “Effective Time”).

(c) The Merger shall have the effects set forth herein and in the applicable provisions of the DGCL and the URBCA. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of A79 and GG shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of each of A79 and GG shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

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4.15 Intellectual Property.

(a) Set forth on Schedule 4.15(a) of the GG Schedule of Exceptions is an accurate and complete listing and summary description of all Intellectual Property owned by GG (“GG Owned Intellectual Property”) that is registered, issued or subject to a pending application for registration or issuance (“GG Registered Intellectual Property”).

(b) Except as otherwise set forth in Schedule 4.15(b) of the GG Schedule of Exceptions, GG is the sole and exclusive owner of all GG Owned Intellectual Property.

(c) GG owns and has good and exclusive title to, or has licenses (sufficient for the conduct of GG’s business as currently conducted) to, each item of Intellectual Property used in the operation of GG’s business.

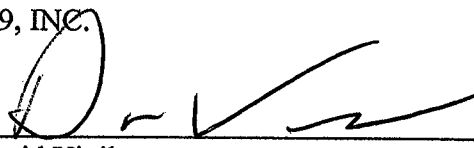
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first set forth above.

A79:

ANTENNA79, INC.

By: _____

Name: David Vigil

Title: President and CEO

GG:

INVISIBLE GADGET GUARD, INC.

By: _____

Name:

Title:

A79 SHAREHOLDER REP:

CGP MANAGERS, LLC

By: _____

Name: Michael Farello

Title: Authorized Person

SHAREHOLDER REPRESENTATIVE:

Gentry Jensen

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first set forth above.

A79:

ANTENNA79, INC.

By: _____

Name:

Title:

GG:

INVISIBLE GADGET GUARD, INC.

By: 

Name: GENTRY JENSEN

Title: PRESIDENT

A79 SHAREHOLDER REP:

CGP MANAGERS, LLC

By: _____

Name:

Title:

SHAREHOLDER REPRESENTATIVE:



Gentry Jensen

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first set forth above.

A79:

ANTENNA79, INC.

By: _____

Name: David Vigil

Title: President and CEO

GG:

INVISIBLE GADGET GUARD, INC.

By: _____

Name:

Title:

A79 SHAREHOLDER REP:

CGP MANAGERS, LLC



By: _____

Name: Michael Farello

Title: Authorized Person

SHAREHOLDER REPRESENTATIVE:

Gentry Jensen

SHAREHOLDERS:

~~Vern Dickman~~

GLENN WILLIAMS ENTERPRISES, LLC

By: _____

Name:

Title:

Vern Dickman

MANAGER

MJE Holdings, LTD

By: _____

Name:

Title:

SEALION ENTERPRISES, LLC

By: _____

Name:

Title:

Brett Bradshaw

Kent Forsgren

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

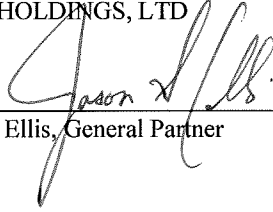
SHAREHOLDERS:

GLENN WILLIAM ENTERPRISES, LLC

By: _____
Vern Dickman, Manager

Vern Dickman

MJE HOLDINGS, LTD

By:  _____
Jason Ellis, General Partner

Brett M. Bradshaw

Kent Forsgren

SEALION ENTERPRISES, LLC

By: _____
Gentry Jensen, Managing Member

SHAREHOLDERS:

Vern Dickman

GLENN WILLIAMS ENTERPRISES, LLC

By: _____
Name:
Title:

MJE Holdings, LTD

By: _____
Name:
Title:

SEALION ENTERPRISES, LLC

By: *Gentry Jensen*
Name: *GENTRY JENSEN*
Title: *MANAGER*

Brett Bradshaw

Kent Forsgren

SHAREHOLDERS:

Vern Dickman

GLENN WILLIAMS ENTERPRISES, LLC

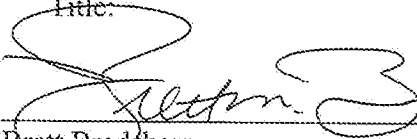
By: _____
Name:
Title:

MJE Holdings, LTD

By: _____
Name:
Title:

SEALION ENTERPRISES, LLC

By: _____
Name:
Title:



Brett Bradshaw

Kent Forsgren

[Signature page to Antenna79/GadgetGuard Merger Agreement]

SHAREHOLDERS:

Vern Dickman

GLENN WILLIAM ENTERPRISES, LLC

By: _____
Name:
Title:

MJE Holdings, LTD

By: _____
Name:
Title:

SEALION ENTERPRISES, LLC

By: _____
Name:
Title:

Brett Bradshaw

DocuSigned by:
Kent Forsgren

Kent Forsgren

GG Schedule of Exceptions

Schedule 4.15 (Intellectual Property)

INVISIBLE GADGET GUARD INC.

PATENT AND TRADEMARK STATUS REPORT


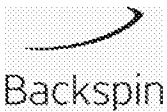
Updated: 20 October 2016

U.S. TRADEMARK/SERVICE MARK APPLICATIONS

<u>File No.</u>	<u>Mark</u>	<u>Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
76339.0020	BLACK ICE	86/548,111	Class 9: display screen protectors in the nature of tempered glass specifically adapted for covering electronic devices, namely, mobile phones and tablets	SOU filed 10-07-16.
76339.0021	SHADOW EDITION	86/554,119	Class 9: display screen protectors in the nature of tempered glass specifically adapted for covering electronic devices, namely, mobile phones and tablets	SOU filed 10-07-16.
76339.0033	ON-THE-GO	86/929,524	Class 17: display screen protectors in the nature of reusable film specifically adapted for covering electronic devices, namely, mobile phones and tablets	Response to OA due 12-21-16.
76339.0027	SILVER SCREEN EDITION	86/698,189	Class 9: display screen protectors in the nature of tempered mirrored glass specifically adapted for covering electronic devices, namely, mobile phones and tablet computers	SOU due 02-09-17

GG Schedule of Exceptions

U.S. TRADEMARK/SERVICE MARK REGISTRATIONS

<u>File No.</u>	<u>Mark</u>	<u>Application No./Registration No.</u>	<u>Filing Date/Registration Date</u>	<u>Goods/Services</u>	<u>Deadlines</u>
76339.0002	BACKSPIN	77/962,083 4,067,961	03-18-10 12-06-11	Class 9: covers for cell phones and MP3 players	§§ 8 and 15 Dec. due 12-06-17. Renewal due 12-06-21.
76339.0003		77/963,377 4,074,666	03-19-10 12-20-11	Class 9: covers for cell phones and MP3 players	§§ 8 and 15 Dec. due 12-20-17. Renewal due 12-20-21.
76339.0004	SAFE CAN STILL BE SEXY	77/969,266 4,206,382	03-26-10 09-11-12	Class 9: covers for cell phones and MP3 players	§§ 8 and 15 Dec. due 09-11-18. Renewal due 09-11-22.
76339.0005	SPICE UP YOUR PHONE LIFE	77/969,263 4,158,261	03-26-10 06-12-12	Class 9: covers for cell phones and MP3 players	§§ 8 and 15 Dec. due 06-12-18. Renewal due 06-12-22.
76339.0006		77/969,259 4,064,053	03-26-10 11-29-11	Class 9: covers for cell phones and MP3 players	§§ 8 and 15 Dec. due 11-29-2017. Renewal due 11-

GG Schedule of Exceptions

					29-21.
76339.0011	GADGET GUARD	85/347,836 4,162,574 (Supplemental Register)	06-16-11 06-19-12	Class 17: polyurethane film for covering electronic devices such as cell phones, MP3 players, laptops, cameras, and GPS units	§§ 8 and 15 Dec. due 06- 19-18. Renewal due 06- 19-22.
76339.0016	GADGET GUARD	85/853,579 4,524,384 (Principal Register)	02-19-13 05-06-14	Class 17: polyurethane film for covering electronic devices such as cell phones, MP3 players, laptops, cameras, and GPS units	§§ 8 and 15 Dec. due 05- 06-20. Renewal due 05- 06-24.
76339.0028	TECHTONIC	86/698,183 4,990,251	07-20-15 06-28-16	Class 3: screen cleaning products, namely kits for cleaning screens of electronic devices comprising screen cleaning solution in bottles, anti- microbial cleaning clothes, and carrying pouches	§§ 8 and 15 Dec. due 06- 28-22. Renewal due 06- 28-26.

GG Schedule of Exceptions

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GG Schedule of Exceptions

U.S. PATENTS

<u>File No.</u>	<u>App. No./ Patent No.</u>	<u>Title</u>	<u>Filing Date/ Issue Date</u>	<u>Expiration Date</u>
76339.0014	13/397,201 9,084,461	“Protective Cases for Mobile Electronic Devices and Related Methods”	02-15-12 07-21-15	02-15-32
	14281689	“Methods and Apparatuses for Sanitizing or Sterilizing and Filling Containers”	05-19-2014	

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