

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/04/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SaddleSprings, Inc.		01/04/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SaddleSprings, Inc.		
Street Address:	1603 Capitol Ave., Suite 314-1062		
City:	Cheyenne		
State/Country:	WYOMING		
Postal Code:	82001		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4859070	FRENCH PASTRY	
Registration Number:	4756323	WITH EXTRA SNAP	
Serial Number:	85496427	CROCTAIL	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Jessica C. Sganga		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	REGBR.002/003/004T		
NAME OF SUBMITTER:	Jessica C. Sganga		
SIGNATURE:	/Jessica C. Sganga/		
DATE SIGNED:	02/23/2017		
Total Attachments: 16 source=Merger#page1.tif			

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ARTICLES OF MERGER (WYOMING)
OF
SADDLESPRINGS, INC. Q.S. 2016-000734986
(a Wyoming Corporation)
AND
SADDLESPRINGS, INC. N.A. US
(a California Corporation)

In accordance with Article 11 of the Wyoming Business Corporation Act, Wyoming Statutes, Title 17, Chapter 16, Section 1102 et. Seq, the undersigned, Ronald Berman, being the Chief Executive Officer and Director of SaddleSprings, Inc., a Wyoming corporation, does hereby certify as follows:

- (1) The name and state of incorporation of each of the constituent corporations are SaddleSprings, Inc., a Wyoming corporation, and SaddleSprings, Inc., a California corporation;
- (2) An Agreement and Plan of Merger, attached hereto as Exhibit "A", has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Article 11 of the Wyoming Business Corporation Act pursuant to which shareholder approval of the surviving corporation was not required;
- (3) The name of the surviving corporation is SaddleSprings, Inc.;
- (4) The surviving corporation, SaddleSprings, Inc., will be a Wyoming corporation and its Articles of Incorporation as currently filed with the Secretary of State of the State of Wyoming shall be the Articles of Incorporation of the surviving corporation;
- (5) The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation, 1603 Capitol Ave, Suite 314-1062, Cheyenne, WY 82001;
- (6) A copy of the Agreement and Plan of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of either constituent corporation;
- (7) The authorized capital stock of SaddleSprings, Inc., a California corporation, consists of Ten Thousand (10,000) shares of common stock, no par value, of which Two Thousand (2,000) shares are issued and outstanding, pursuant to which shareholder approval of the Agreement and Plan of Merger was required and that such approval was duly obtained and authorized according to California law; and
- (8) This certificate shall become effective at 5:00 p.m. PST on the date it is filed.

IN WITNESS WHEREOF, the undersigned has signed his name and affirmed that this instrument is in the act and deed of the corporation and that the statements herein are true, under penalties of perjury, this December 16, 2016.

SADDELESPRINGS, INC.


By: 
Ronald Berman, CEO and Director

Exhibit "A"

AGREEMENT AND PLAN OF MERGER
OF
SADDLESPRINGS, INC.
(a Wyoming Corporation) (surviving corporation)
AND
SADDLESPRINGS, INC.
(a California Corporation)

AGREEMENT AND PLAN OF MERGER
OF
SADDLESPRINGS, INC.
(a Wyoming Corporation) (surviving corporation)
AND
SADDLESPRINGS, INC.
(a California Corporation)

WHEREAS This Agreement and Plan of Merger dated December 16, 2016, is made and entered into by and between:

SADDLESPRINGS, INC., a Wyoming corporation, having a place of business at 1603 Capitol Ave, Suite 314-1062, Cheyenne, WY 82001, ("SaddleSprings Wyoming"), a copy of the Articles of Incorporation of SaddleSprings Wyoming are attached hereto as Exhibit A-1,

AND

SADDLESPRINGS, INC., (a California corporation) having a place of business at 2461 W 205th St, Torrance, California, ("SaddleSprings California"), a copy of the Articles of Incorporation of SaddleSprings California are attached hereto as Exhibit A-2;

SaddleSprings California and SaddleSprings Wyoming are from time to time herein referred to as the "Constituent Corporations."

A. SaddleSprings California is a corporation duly organized and existing under the laws of the State of California and, on the date hereof, has authorized capital consisting of Ten Thousand (10,000) shares of common stock, with no par value (the "SaddleSprings California Common Stock"), of which Two Thousand (2,000) shares are issued and outstanding as of December 12, 2016.

B. SaddleSprings Wyoming is a corporation duly organized and existing under the laws of the State of Wyoming and, on the date hereof, has authorized capital consisting of Ten Thousand (10,000) shares of common stock, with no par value (the "SaddleSprings Wyoming Common Stock"), of which no shares are issued and outstanding.

C. Each of the Sole Directors of the Constituent Corporations deem it advisable and in the best interests of Constituent Corporations and their respective shareholders that SaddleSprings California be merged with and into SaddleSprings Wyoming for the purpose of changing the jurisdiction of incorporation of SaddleSprings California from the State of California to the State of Wyoming.

D. By directors' resolution dated December 16, 2016, the Sole Director of SaddleSprings Wyoming has approved the Plan of Merger embodied in this Agreement.

E. By directors' resolution dated December 16, 2016, the Sole Director of SaddleSprings California has approved the Plan of Merger embodied in this Agreement.

F. By shareholders' consent resolution dated December 16, 2016, the majority of the shareholders of SaddleSprings California have approved the Plan of Merger embodied in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

1. THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), SaddleSprings California shall be merged with and into SaddleSprings Wyoming in accordance with the applicable laws of the States of California and Wyoming (the "Merger"). The separate existence of SaddleSprings California shall cease, and SaddleSprings Wyoming shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Wyoming.

1.2 Effective Date. The merger shall become effective on the date and at the time of filing of the Articles of Merger along with this Agreement and Plan of Merger with the Secretary of State of the State of Wyoming and the subsequent filing of the Certificate of Merger with the Secretary of State of the State of California, (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such States prerequisite to such filings, including without limitation the approval of the shareholders of Leaf California.

1.3 Certificate of Incorporation. On the Effective Date, the Certificate of Incorporation of SaddleSprings Wyoming, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.4 Bylaws. On the Effective Date, the Bylaws of SaddleSprings Wyoming, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.5 Directors and Officers. The directors and officers of SaddleSprings Wyoming immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

2. CONVERSION OF SHARES

2.1 SaddleSprings California Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of SaddleSprings California Common Stock outstanding immediately prior thereto shall be changed and converted into one (1) fully paid and non-assessable share of the common stock of the Surviving Corporation, no par value (the "Survivor Stock").

2.2 No stock or securities will be issued for services rendered to or for the benefit of the Constituent Corporations in connection with the Merger.

2.3 SaddleSprings Wyoming Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the shareholder thereof, each share of SaddleSprings Wyoming Common Stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.4 Options. Upon the Effective Date, the Surviving Corporation shall assume and continue the rights and obligations of SaddleSprings California under each then outstanding option to purchase SaddleSprings California Common Stock, and the outstanding and unexercised portions of all options and rights to buy SaddleSprings California Common Stock shall become rights or options for the same number of shares of Survivor Stock with no other changes in the terms and conditions of such options or rights, including exercise prices, and upon the Effective Date, the Surviving Corporation hereby assumes the outstanding and unexercised portions of such options and rights and the obligations of SaddleSprings California with respect thereto.

2.5 Exchange of Certificates. Each person who becomes entitled to receive any Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of Survivor Stock to which such person is entitled as provided herein.

3. EFFECT OF THE MERGER

3.1 Rights, Privileges, etc.. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of SaddleSprings California and SaddleSprings Wyoming; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of SaddleSprings California and SaddleSprings Wyoming on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed, title to any real estate, or any interest therein vested in SaddleSprings California or SaddleSprings Wyoming, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of SaddleSprings California and SaddleSprings Wyoming shall be preserved unimpaired, and all liens upon the property of SaddleSprings California or SaddleSprings Wyoming shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

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

3.3 Reorganization under the Code. This Merger qualifies as a tax-free reorganization under Section 368(a)(1)(B) of the Internal Revenue Code. The shareholders of SaddleSprings California immediately before the Merger will hold substantially the same ratio of ownership of SaddleSprings Wyoming after the merger. SaddleSprings Wyoming shall continue to carry on the line of business of SaddleSprings California after the merger. SaddleSprings California has elected to reorganize in Wyoming because it believes that the laws of Wyoming are more favorable to corporations than are the laws of California.

4. GENERAL

4.1 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either SaddleSprings California or SaddleSprings Wyoming or both, notwithstanding the approval of this Agreement by the shareholders of SaddleSprings California.

4.2 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either SaddleSprings California or SaddleSprings Wyoming or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of SaddleSprings California shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of SaddleSprings California.

4.3 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wyoming and, so far as applicable and not in conflict with Wyoming law, the merger provisions of the California Corporation Code.

4.4 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

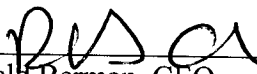
4.5 Electronic Means. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereof, with the same force and effect as the original.

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IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written.

(SADDLESPRINGS WYOMING)
SADDLESPRINGS, INC. A Wyoming corporation

By: 
Ronald Berman, CEO and Director

(SADDLESPRINGS CALIFORNIA)
SADDLESPRINGS, INC. A California corporation

By: 
Ronald Berman, CEO and Director

Exhibit "A-1"

Articles of Incorporation
OF
SADDLESPRINGS, INC.
(a Wyoming Corporation) (surviving corporation)

TRADEMARK

REEL: 005994 FRAME: 0739



Wyoming Secretary of State
2020 Carey Avenue
Suite 700
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only
Ed Murray, WY Secretary of State
FILED: Dec 7 2016 4:21PM
Original ID: 2016-000734986

**Profit Corporation
Articles of Incorporation**

I. The name of the corporation is:

SaddleSprings, Inc

II. The name and physical address of the registered agent of the corporation is:

Wyoming EZ Corp
1603 Capitol Ave Ste 314
Cheyenne, WY 82001

III. The mailing address of the corporation is:

1603 Capitol Ave., Suite 314-1062
Cheyenne, WY 82001

IV. The principal office address of the corporation is:

1603 Capitol Ave., Suite 314-1062
Cheyenne, WY 82001

V. The number, par value, and class of shares the corporation will have the authority to issue are:

Number of Common Shares: 10,000	Common Par Value: \$0.0000
Number of Preferred Shares: 0	Preferred Par Value: \$0.0000

VI. The name and address of each incorporator is as follows:

Wyoming EZ Corp
1603 Capitol Ave., Suite 314 Cheyenne, WY 82001

Signature: Autumn Szep Date: 12/07/2016
Print Name: Autumn Szep
Title: Registered Agent, Wyoming EZ Corp
Email: wyezcorp@gmail.com
Daytime Phone #: (307) 275-0000



Wyoming Secretary of State
 2020 Carey Avenue
 Suite 700
 Cheyenne, WY 82002-0020
 Ph. 307-777-7311

- I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- I understand that the information submitted electronically by me will be used to generate Articles of Incorporation that will be filed with the Wyoming Secretary of State.
- I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- I affirm, under penalty of perjury, that I have received actual, express permission from each of the following incorporators to add them to this business filing: Wyoming EZ Corp

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

- (i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;
- (ii) Makes any materially false, fictitious or fraudulent statement or representation; or
- (iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

I acknowledge having read W.S. 6-5-308.

Filer is: An Individual An Organization

The Wyoming Secretary of State requires a natural person to sign on behalf of a business entity acting as an incorporator or organizer. The following individual is signing on behalf of all Organizers or Incorporators.

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Incorporation.

Signature: Autumn Szep Date: 12/07/2016
 Print Name: Autumn Szep
 Title: Registered Agent, Wyoming EZ Corp
 Email: wyezcorp@gmail.com
 Daytime Phone #: (307) 275-0000



Wyoming Secretary of State
2020 Carey Avenue
Suite 700
Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

Wyoming EZ Corp, whose registered office is located at **1603 Capitol Ave Ste 314, Cheyenne, WY 82001**, voluntarily consented to serve as the registered agent for **SaddleSprings, Inc** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: Autumn Szep Date: 12/07/2016
Print Name: Autumn Szep
Title: Registered Agent, Wyoming EZ Corp
Email: wyezcorp@gmail.com
Daytime Phone #: (307) 275-0000

STATE OF WYOMING
Office of the Secretary of State

I, ED MURRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF INCORPORATION

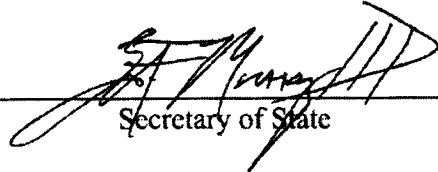
SaddleSprings, Inc

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **7th** day of **December, 2016** at **4:21 PM**.

Remainder intentionally left blank.



Filed Date: 12/07/2016


Secretary of State

Filed Online By:

Autumn Szep

on 12/07/2016

Exhibit "A-2"

Articles of Incorporation
OF
SADDLESPRINGS, INC.
(a California Corporation)

3268317

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 15 2010

ARTICLES OF INCORPORATION

I

The name of this corporation is **SaddleSprings, Inc.**

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Ron Berman
2461 W 205th Street
Suite B202
Torrance, CA 90501

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is Ten Thousand (10,000).

V

This corporation is a Close Corporation. All of the corporation's issued shares of stock, of all classes, shall be held of record by not more than 35 persons.


VI

Section 1. Limitation of Director' Liability. The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. Indemnification of Directors and Officers. This corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

Section 3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right of indemnification or limitation of liability of a director or officer of this corporation relating to acts or omissions occurring prior to such repeal or modification.

DATED: January 4, 2010



Andy Powell, Incorporator



STATE OF WYOMING
Office of the Secretary of State

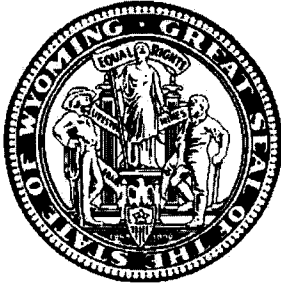
I, ED MURRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF MERGER

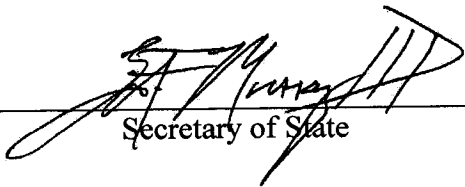
Saddlesprings, Inc. (California) (Unqualified Non-survivor)

Merged into SaddleSprings, Inc (Wyoming) (Qualified Survivor)

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **4th** day of **January, 2017**.



Filed Date: 01/04/2017


Secretary of State

By: Nicole Martinez