

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/09/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorado Premium Deli, LLC,		03/09/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	K2D, Inc.,		
Doing Business As:	Colorado Premium Foods		
Street Address:	2035 2nd Avenue		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80631		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4066630	NATIONAL DELI	
Registration Number:	4176754	NATIONAL DELI	
Registration Number:	4169046	PRIDE IS WHAT MAKES US BETTER	
Registration Number:	4252345	DELI HOST	
Registration Number:	2763861	NATIONAL DELI	
Registration Number:	2588219	DELI KING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3036683952		
Email:	kris@managed-legal-services.com		
Correspondent Name:	Kristine Miller		
Address Line 1:	1740 Columbine Avenue		
Address Line 2:	Managed Legal Services		
Address Line 4:	BOULDER, COLORADO 80302		
NAME OF SUBMITTER:	Kristine Miller, Colorado Bar Member		

OP \$165.00 4066630

SIGNATURE:	/Kristine Miller/
DATE SIGNED:	03/15/2017
Total Attachments: 3 source=Colorado Premium - Merger Agreement (CO Premium Deli) - EXECUTED (RESAVED)#page1.tif source=Colorado Premium - Merger Agreement (CO Premium Deli) - EXECUTED (RESAVED)#page2.tif source=Colorado Premium - Merger Agreement (CO Premium Deli) - EXECUTED (RESAVED)#page3.tif	

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “**Merger Agreement**”) is entered into as of March 9, 2017, between K2D, Inc., a Colorado corporation (“**K2D**” or “**Parent**”), and Colorado Premium Deli, LLC, a Colorado limited liability company and wholly owned subsidiary of K2D (“**Premium Deli**”).

RECITALS

A. The Board of Directors of K2D has deemed it advisable and in the best interests of K2D and its shareholders to merge with Premium Deli, with K2D being the surviving corporation.

B. The manager and the sole member of Premium Deli have deemed it advisable and in the best interests of Premium Deli and its sole member, K2D, for Premium Deli to merge with K2D, with K2D being the surviving corporation.

AGREEMENT

NOW, THEREFORE, K2D and Premium Deli hereby agree that Premium Deli shall be merged with and into K2D, with K2D being the surviving corporation in accordance with Section 7-90-203 *et. seq.* of the Colorado Corporations and Associations Act (the “**Act**”), and that the terms and conditions of such merger and the mode of carrying it into effect shall be as follows:

1. **Merger.** Premium Deli shall be merged with and into K2D, and the separate existence of Premium Deli shall cease, at the Effective Time of the merger (as defined below), except insofar as it may be continued by law or in order to carry out the purposes of this Merger Agreement. K2D shall be the surviving corporation (the “**Surviving Corporation**”).

2. **Filings; Effective Time.** Promptly following execution hereof, a Statement of Merger shall be filed with the Secretary of State of the State of Colorado in accordance with the Act. The merger shall become effective upon the filing of the Statement of Merger with the Secretary of State of the State of Colorado (such time, the “**Effective Time**”).

3. **Name of Surviving Corporation; Certificate of Incorporation; Bylaws; Management.**

3.1. Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Time shall be K2D, Inc.

3.2. Certificate of Incorporation. The Certificate of Incorporation of K2D, as in effect immediately before the Effective Time, shall from and after the Effective Time be and continue to be the Certificate of Incorporation of the Surviving Corporation until amended as provided for therein.

3.3. **Bylaws.** The Bylaws of K2D, as in effect immediately before the Effective Time, shall from and after the Effective Time be and continue to be the Bylaws of the Surviving Corporation until amended as provided for therein.

3.4. **Management.** The officers and directors of K2D immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation until their resignation, removal or until their successors are duly elected and qualified.

4. **Rights and Liabilities of Surviving Corporation.** At and after the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of Premium Deli. All and singular, rights, privileges, powers and franchises of Premium Deli, and all property, whether real, personal or mixed, and all debts due on whatever account, as well as all causes of action belonging to Premium Deli, shall be vested in the Surviving Corporation.

5. **Result of Merger on Securities.** At the Effective Time, by virtue of the merger described herein and without any action on the part of the sole member of Premium Deli, all of the membership and limited liability company interests of Premium Deli outstanding immediately prior to the Effective Time shall not be converted in any manner, but said membership and limited liability company interests shall be extinguished and no consideration shall be issued in respect thereof.

6. **Service of Process.** The Surviving Corporation agrees that it may be served with process in the State of Colorado in any proceeding for enforcement of any obligation of any constituent corporation of Colorado, as well as for enforcement of any obligation of the Surviving Corporation arising from this merger.

7. **Miscellaneous.**

7.1. For the convenience of the parties hereto any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.


7.2. This Merger Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7.3. This Merger Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado.


(Signature Page Follows)

This Merger Agreement has been executed as of the date first written above, and each undersigned signatory acknowledges that his or her execution of this Merger Agreement is the act and deed of the applicable party and that the facts set forth herein are true and correct.

K2D, INC.

By: 
Name: Kevin LaFleur
Title: President

COLORADO PREMIUM DELI, LLC

By: 
Name: Kevin LaFleur
Title: Manager

*(Agreement and Plan of Merger by and between
K2D, Inc. and Colorado Premium Deli, LLC)*