

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC TRADE INTERNATIONAL, INC.		09/26/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	PACIFIC TRADE INTERNATIONAL, LLC		
Street Address:	5515 Security Lane		
Internal Address:	#1100		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20852		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4570000	BEAR BUDDIES	
Serial Number:	86252333		
Registration Number:	4779085		
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	908-654-5000		
Email:	INFORMATIONSSPECIALISTS@LERNERDAVID.COM		
Correspondent Name:	LDLKM		
Address Line 1:	600 SOUTH AVENUE WEST		
Address Line 4:	WESTFIELD, NEW JERSEY 07090		
NAME OF SUBMITTER:	Ellen Walsh-Sobel		
SIGNATURE:	/ELLEN WALSH-SOBEL/		
DATE SIGNED:	10/25/2017		
Total Attachments: 16			
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source=NC from Pacific Trade International Inc to LLC#page2.tif			

OP \$90.00 4570000

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PACIFIC TRADE INTERNATIONAL, LLC" FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2017, AT 12:06 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6556280 8100F
SR# 20176337281

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203291859
Date: 09-26-17

TRADEMARK
REEL: 006190 FRAME: 0282

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

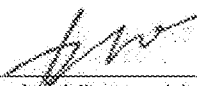
• First: The name of the limited liability company is _____
Pacific Trade International, LLC

• Second: The address of its registered office in the State of Delaware is
251 Little Falls Drive in the City of Wilmington
Zip Code 19808

The name of its Registered agent at such address is _____
Corporation Service Company

• Third: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation
this 26th day of September, 2017

By: 
Authorized Person(s)

Name: Mei Xu
Typed or Printed

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:06 PM 09/26/2017
FILED 12:06 PM 09/26/2017
SERIAL NUMBER 6556280
TRADEMARK

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A MARYLAND CORPORATION UNDER THE NAME OF "PACIFIC TRADE INTERNATIONAL, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PACIFIC TRADE INTERNATIONAL, INC." TO "PACIFIC TRADE INTERNATIONAL, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2017, AT 12:06 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6556280 8100F
SR# 20176337281

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203291859
Date: 09-26-17

TRADEMARK
REEL: 006190 FRAME: 0284

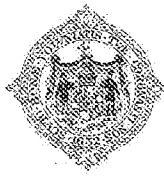
STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Corporation first formed is Maryland
- 2.) The jurisdiction immediately prior to filing this Certificate is Maryland
- 3.) The date the corporation first formed is June 10, 1993
- 4.) The name of the Corporation immediately prior to filing this Certificate is Pacific Trade International, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Pacific Trade International, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
26th day of September, A.D. 2017

By: 
Authorized Person

Name: Mei Xu
Print or Type



Date: 09/26/2017

CSC-LAWYERS INCORPORATING SERVICE
COMPANY
7 ST. PAUL STREET
SUITE 820
BALTIMORE MD 21202

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

DEPARTMENT ID : D03673969
TYPE OF REQUEST : ARTICLES OF CONVERSION
DATE FILED : 09-26-2017
TIME FILED : 02:23 PM
RECORDING FEE : \$100.00
EXPEDITED FEE : \$445.00
COPY FEE : \$23.00
FILING NUMBER : 1000362010648790
CUSTOMER ID : 0003586032
WORK ORDER NUMBER : 0004802609

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

Charter Division
Baltimore Metro Area (410) 767-1350
Outside Metro Area (888) 246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395
Telephone (410)767-4950 / Toll free in Maryland (888)246-5941
MRS (Maryland Relay Service) (800)735-2258 TTY/Voice
Website: www.dat.maryland.gov

0010784090

CACCEPT

ENTITY TYPE: ORDINARY BUSINESS - STOCK
STOCK: Y
CLOSE: N
EFFECTIVE DATE: 09-26-2017
PRINCIPAL OFFICE: 8201 16TH ST STE. 915
SILVER SPRING MD 20910
RESIDENT AGENT: YONG WANG
8201 16TH ST STR. 915
SILVER SPRING MD 20910

COMMENTS:
THIS INDICATES CONVERSION TO:
THE SURVIVING ENTITY:
PACIFIC TRADE INTERNATIONAL, LLC.

CONVERTED ENTITY:
(D03673969) PACIFIC TRADE INTERNATIONAL, INC.

ARTICLES OF CONVERSION
OF
PACIFIC TRADE INTERNATIONAL, INC.
(A MARYLAND CORPORATION)
INTO
PACIFIC TRADE INTERNATIONAL, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

Pursuant to the provisions of Section 3-903 of the Maryland General Corporation Law, PACIFIC TRADE INTERNATIONAL, INC., a Maryland corporation, hereby adopts and authorizes for filing with the Maryland Department of Assessments and Taxation the following Articles of Conversion for the purpose of effecting the conversion described below (the "Conversion"):

1. The name of the converting entity is "Pacific Trade International, Inc." a Maryland corporation (the "Converting Entity"), and the name of the converted entity is "Pacific Trade International, LLC," a Delaware limited liability company (the "Converted Entity").
2. The original articles of incorporation of the Converting Entity were filed with the state of Maryland on June 10, 1993.
3. The name of the Converted Entity's registered agent in the state of Delaware is Corporation Service Company, and the address of its registered office in the State of Delaware will be 251 Little Falls Drive, Wilmington, Delaware 19808 (County of New Castle). The name of the Converting Entity's registered agent in the state of Maryland is Mei Xu, and the address of its registered office in the State of Maryland is 5515 Security Lane, #1100, Rockville, Maryland 20852.
4. The principal office of the Converted Entity will be at 5515 Security Lane, #1100, Rockville, Maryland 20852.
5. The Conversion shall become effective (the "Effective Time") on the date on which these Articles of Conversion are filed with and accepted by the Maryland State Department of Assessments and Taxation.
6. Upon the Effective Time, all of the outstanding shares of Common Stock of the Converting Entity shall be converted into 100% of the membership interests of the Converted Entity.
7. The Converted Entity will be responsible for the payment of all fees and franchise taxes of the Converting Entity, and it will be obligated to pay such fees and franchise taxes if the same are not timely paid.
8. The Conversion has been approved in accordance with the provisions of Section 3-903 of the Maryland General Corporation Law.
9. The undersigned acknowledges these Articles of Conversion to be the act and deed of the Converting Entity and, further, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts relating to the Converting Entity are true in all material respects and that this statement is made under the penalties of perjury.

[SIGNATURE PAGE FOLLOWS]

149765066 v2

835172-5

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the _____
_____ document on file in this office. REED: _____

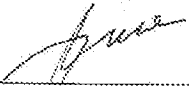
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: _____, Custodian

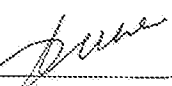
This stamp replaces our previous certification system. Effective: 5/95

IN WITNESS WHEREOF, the undersigned has executed these Articles of Conversion as of
September 26, 2017.

PACIFIC TRADE INTERNATIONAL, INC.


Name: Mei Xu
Title: President

ATTESTED BY


Name: Mei Xu
Title: Secretary

CUST ID:0003585032
WORK ORDER:0004502809
DATE:09-26-2017 02:23 PM
AMT. PAID:4568.00

[Signature Page to Articles of Conversion of Pacific Trade International, Inc.]

CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE **

** KEEP WITH DOCUMENT **

DOCUMENT CODE 120 BUSINESS CODE _____

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

converting
~~Merging (Transferor)~~ 0032693969

Pacific Trade International, Inc.

resulting
~~Merging (Transferee)~~

Pacific Trade International, LLC
(DE)

Affix Barcode Label Here

Affix Barcode Label Here

New Name _____

FEES REMITTED

Base Fee:	<u>100</u>
Org. & Cap. Fee:	
Expedite Fee:	<u>445</u>
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
<u>1</u> Certified Copies:	
Copy Fee:	<u>23</u>
Certificates:	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	
Other:	

TOTAL FEES: 568

Credit Card _____ Check Cash _____

Documents on _____ Checks _____

Approved By: M

Keyed By: _____

COMMENT(S):

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent
 and Resident Agent's Address
 _____ Change of Business Code

_____ Adoption of Assumed Name

_____ Other Change(s)

Code _____

Attention: _____

Mail: Names and Address

CUST ID: 0003586032
 WORK ORDER: 0004802609
 DATE: 09-26-2017 02:23 PM
 AMT. PAID: \$568.00

TRADEMARK

REEL: 006190 FRAME: 0290

State of Maryland
**Department of
Assessments and Taxation**



Larry Hogan
Governor
Michael L. Higgs
Director

Charter Division

Date: 9/29/2017

Richard Zhu
5515 SECURITY LANE, SUITE 1100
ROCKVILLE MD 20852

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : Pacific Trade International, LLC

DEPARTMENT ID : Z18293886
TYPE OF REQUEST : Non Maryland Limited Liability Company Registration
DATE FILED : 9/26/2017
TIME FILED : 8:09 PM
FILING NUMBER : 5000000001429710
CUSTOMER ID : 5000154472
WORK ORDER NUMBER: I726900455

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. THE RETURN IS FOUND ON THE SDAT WEBSITE.

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395
Telephone (410) 767-1350/Toll free in Maryland (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TTY/Voice
Website: www.dat.maryland.gov

TRADEMARK
REEL: 006190 FRAME: 0291

EFFECTIVE DATE : 9/26/2017
STATE OF FORMATION : DE
PRINCIPAL OFFICE : 5515 Security Lane
Suite 1100
Rockville MD 20852

RESIDENT AGENT : Mei Xu
5515 Security Lane
Suite 1100
Rockville MD 20852

OPERATING AGREEMENT
OF
PACIFIC TRADE INTERNATIONAL, LLC

This Operating Agreement, dated as of September 26, 2017 (this "Agreement"), of Pacific Trade International, LLC, is entered into by PTI New Corp., a Delaware corporation, as sole member (the "Member").

In accordance with the Delaware Limited Liability Company Act, the as amended from time to time (the "Act"), the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Pacific Trade International, LLC (the "Company").

2. Purpose. The Company exists for the object and purpose of engaging in any act or activity for which limited liability companies may be organized under the Act.

3. Principal Office. The address of the principal office of the Company shall be 5515 Security Lane #1100, Rockville, Maryland 20852 or at such place or places as determined by the Member from time to time.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19801 in the County of Kent.

5. Member. The name and the mailing address of the Member are as follows:

Name

PTI New Corp.

Address

5515 Security Lane #1100
Rockville, Maryland 20852

6. Certificate. If the Company issues certificates evidencing the Member's interest in the Company, it shall be in the form as may be approved by the Member; provided that such certificate shall be stamped or otherwise imprinted with legends substantially similar to the following (in addition to any legends evidencing restrictions required under applicable state securities laws):

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE SECURITIES ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

Company) of any such claim, action or demand; provided, however, that this indemnity shall not extend to conduct or inaction not undertaken in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member by this Agreement. Expenses incurred by the Member in defending a claim or proceeding covered by this paragraph shall be paid by the Company in advance of the final disposition of such claim or proceeding provided that the Member (i) uses his or her diligent good faith efforts to seek indemnification from all other sources, (ii) undertakes to repay such amount if the Member receives indemnification from other sources, and (iii) undertakes to repay such amount if it is ultimately determined that the Member was not entitled to be indemnified. The foregoing right of indemnification shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of the Member. The Member may make, execute, record and file on its own behalf and on behalf of the Company all instruments and other documents (including one or more separate indemnification agreements between the Company and individual Indemnified Parties) that the Member deems necessary or appropriate in order to extend the benefit of the provisions of this paragraph to the Indemnified Parties. The Member may separately agree to indemnify employees, consultants, agents or other persons who provide services to the Company pursuant to separate indemnification agreements between such persons and the Company and upon the terms set forth in such separate indemnification agreements.

12. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member, (b) the resignation, expulsion, bankruptcy or dissolution of the Member or (c) the entry of a decree of judicial dissolution pursuant to the Act.

13. Contributions. The Member shall have the right, but not the obligation, to make capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly.

14. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

15. Assignments. The Member shall be permitted to transfer all or part of the Member's interest in the Company to any person or entity. Any transferee shall only be admitted as a member of the Company with the Member's express written consent.

16. Resignation. The Member may only resign from the Company if the Member shall transfer all of the Member's interest in the Company to one or more other persons or entities, and shall be deemed upon such transfer of its entire interest to have so resigned without further action upon the Member's part.

17. Admission of Additional Members. Additional members may be admitted to the Company at the discretion of the Member, and this Agreement shall thereupon be amended as necessary or appropriate to reflect the fact that there is more than one Member.

18. Liability of Member. Except as otherwise provided by the Act or herein, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

19. Other Business. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall have no rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

22. Entire Agreement. The Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof, and supersedes all prior understandings or agreements with respect to the same subject matter.

23. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

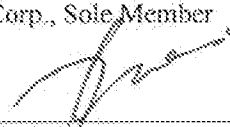
24. Taxation. The Member intends that the Company will be treated as a disregarded entity for federal and state income tax purposes.

25. No Third Party Beneficiary. Notwithstanding any contrary provisions of the Act, the provisions of this Agreement are not intended to be relied upon by and are not for the benefit of any other person or entity (other than a member in its capacity as such) to whom any debts, liabilities or obligations are at any time owed by (or who otherwise has any claim against) the Company or the Member, and no such creditor or other person or entity shall obtain any right under any of the provisions or shall by reason of any of such provisions make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or any of its members.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first set forth above.

PTI New Corp., Sole Member

By: 
Name: Mei Xu
Title: President