

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Kyjen Company, Inc.		08/27/2013	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Kyjen Company, LLC		
<b>Street Address:</b>	15514 East Hinsdale Circle		
<b>City:</b>	Centennial		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86193507	PLUSH PUPPIES BOTTLE BUDDIES	
<b>Serial Number:</b>	86233473	PLUSH PUPPIES BOTTLE BUDDIES	
<b>Registration Number:</b>	5263470	PRODUCTS WITH PURPOSE	
<b>Serial Number:</b>	85835916	SQUEAKER MAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	560255-037007-Sue		
<b>NAME OF SUBMITTER:</b>	Leozino Agozzino		
<b>SIGNATURE:</b>	/Leozino Agozzino/		
<b>DATE SIGNED:</b>	12/12/2017		
<b>Total Attachments: 3</b>			

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**PLAN OF CONVERSION OF**  
**The Kyjen Company, Inc., a Colorado corporation,**  
**INTO**  
**The Kyjen Company, LLC, a Colorado limited liability company**

This PLAN OF CONVERSION (this "Plan"), dated as of August 27, 2013, is hereby adopted by The Kyjen Company, Inc., a Colorado corporation ("Kyjen Inc."), in order to set forth the terms, conditions and procedures governing the conversion of Kyjen Inc. into a Colorado limited liability company pursuant to Sections 7-90-201 and 7-90-202 of the Colorado Corporations and Associations Act (as amended, the "CCAA").

WHEREAS, Kyjen Inc.'s shareholders have approved the Conversion (as defined below) and this Plan;

NOW, THEREFORE, Kyjen Inc. does hereby adopt this Plan to effectuate the conversion of Kyjen Inc. into a Colorado limited liability company as follows:

1. Conversion. Upon and subject to the terms and conditions of this Plan and pursuant to the relevant provisions of the CCAA, including, without limitation, Sections 7-90-201 and 7-90-202 of the CCAA, Kyjen Inc. shall convert (referred to herein as the "Conversion") into a Colorado limited liability company (referred to herein as "Kyjen LLC") at the Effective Time (as defined below). Kyjen LLC shall thereafter be subject to all of the provisions of the Colorado Limited Liability Act (the "Act"), except that the existence of Kyjen LLC shall be deemed to have commenced on the date Kyjen, Inc. commenced its existence.

2. Effect of Conversion. Following the Conversion, Kyjen Inc. shall, for all purposes of the laws of the State of Colorado, be deemed to be the same entity as Kyjen LLC. Upon the Effective Time, all of the rights, privileges and powers of Kyjen Inc., and all property, real, personal and mixed, and all debts due to Kyjen Inc., as well as all other things and causes of action belonging to Kyjen Inc., shall remain vested in Kyjen LLC and shall be the property of Kyjen LLC and the title to any real property vested by deed or otherwise in Kyjen Inc. shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of Kyjen Inc. shall be preserved unimpaired, and all debts, liabilities and duties of Kyjen Inc. shall remain attached to Kyjen LLC and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by it in its capacity as a Colorado limited liability company. The rights, privileges, powers and interests in property of Kyjen Inc., as well as the debts, liabilities and duties of Kyjen Inc., shall not be deemed, as a consequence of the Conversion, to have been transferred to Kyjen LLC for any purpose of the laws of the State of Colorado. The Conversion shall not be deemed to affect any obligations or liabilities of Kyjen Inc. incurred prior to the Effective Time or the personal liability of any person incurred prior thereto. Kyjen Inc. shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the Conversion shall not be deemed to constitute a dissolution of Kyjen Inc. and shall constitute a continuation of the existence of Kyjen Inc. in the form of a Colorado limited liability company.

3. Effective Time. Provided that this Plan has not been terminated, abandoned or deferred pursuant to Section 9, the Conversion shall be effective at 12:01 a.m. MDT on August 27, 2013 (the "Effective Time").

4. Governance and Other Matters Related to Kyjen LLC.

(a) Statement of Conversion and Articles of Organization. At the Effective Time, the Statement of Conversion of Kyjen Inc. and the Articles of Organization of Kyjen LLC shall be substantially in the form of Exhibits A and B, respectively, attached hereto and shall be filed with the Secretary of State of the State of Colorado.

(b) Managers and Officers. At the Effective Time, each director of Kyjen Inc. shall become a Manager of Kyjen LLC, each to serve until his or her successor is duly elected and qualified or until the manager's earlier death, resignation, disqualification or removal, and each officer of Kyjen Inc. shall become an officer of Kyjen LLC with the same title and responsibilities as such officer had previously.

5. Effect of the Conversion on the Shares of Kyjen Inc. Subject to the terms and conditions of this Plan, at the Effective Time, automatically by virtue of the Conversion and without any further action on the part of

Kyjen Inc., Kyjen LLC or any member thereof, each outstanding share of capital stock of Kyjen Inc. shall convert into one unit of membership interest of Kyjen LLC.

6. Further Assurances. If, at any time after the Effective Time, Kyjen LLC shall determine or be advised that any agreements, documents or assurances or any other acts or things are necessary, desirable or proper, consistent with the terms of this Plan to carry out the purposes of this Plan, Kyjen LLC and its managers and officers (or their designees), are hereby authorized to execute and deliver, in the name and on behalf of Kyjen Inc. all such agreements, documents and assurances and do, in the name and on behalf of Kyjen Inc., all such other acts and things necessary, desirable to carry out the purposes of this Plan and the Conversion.

7. Amendment. This Plan may be amended by the Directors of Kyjen Inc. at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Plan by the Directors of Kyjen Inc. shall not alter or change (a) the amount or kind of membership interests or other securities to be received by the members hereunder, (b) any term of the Articles of Organization or the Operating Agreement, other than changes permitted to be made without member approval by the Act, or (c) any of the terms and conditions of this Plan if such alteration or change would adversely affect the holders of any class or series of capital stock of Kyjen Inc.

8. Termination or Deferral. At any time before the Effective Time, this Plan may be terminated and the Conversion may be abandoned by action of the Directors of Kyjen Inc., notwithstanding the approval of this Plan by the shareholders of Kyjen Inc., or the consummation of the Conversion may be deferred for a reasonable period of time if, in the opinion of the Directors of Kyjen Inc., such action would be in the best interest of Kyjen Inc. and its shareholders. In the event of termination of this Plan, this Plan shall become void and of no effect and there shall be no liability on the part of Kyjen Inc. or its Directors, officers or shareholders with respect thereto.

9. Third Party Beneficiaries. This Plan shall not confer any rights or remedies upon any person or entity other than as expressly provided herein.

10. Severability. Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Plan.

*[Reminder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Kyjen Inc. has caused this Plan to be executed by its duly authorized representative as of the date first stated above.

THE KYJEN COMPANY, INC.:

By: /s/ Kyle R. Hansen  
Name: Kyle R. Hansen  
Title: President