

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beanfields LLC		01/01/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Beanfields, PBC		
Street Address:	3740 Overland Ave, Suite E		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90034		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4003831	BEANFIELDS	
CORRESPONDENCE DATA			
Fax Number:	2135597396		
<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:	2135597395		
Email:	ara@encorelaw.com		
Correspondent Name:	Ara A. Babaian		
Address Line 1:	1100 Wilshire Blvd., Suite 3305		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Ara Babaian		
SIGNATURE:	/Ara Babaian/		
DATE SIGNED:	08/27/2018		
Total Attachments: 3			
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of January 1, 2015, is by and among BEANFIELDS, PBC, a Delaware Public Benefit Corporation ("BPBC") and BEANFIELDS, LLC, a District of Columbia limited liability company ("BLLC", and collectively with BPBC, the "Parties" and each a "Party").

RECITALS

WHEREAS, BPBC was formed for the purpose of conducting the business of BLLC as a Public Benefit Corporation under the laws of the State of Delaware; and

WHEREAS, BPBC desires to acquire BLLC through the merger of BLLC with and into BPBC, with BPBC as the surviving company (the "Merger"), each of the Parties having determined that the Merger is consistent with and in furtherance of its respective long-term business strategies; and

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, as consideration in the Merger, BPBC shall issue to the members of BLLC shares of BPBC stock on the following basis: One share of BPBC Common Stock for one unit of BLLC Common Membership Interest; and One share of BPBC Class A Common Stock for one unit of BLLC Class A Membership Interest; and

WHEREAS, it is the intent of the Parties that all of the rights and privileges enjoyed by the members of BLLC (collectively the "Members") should be enjoyed by the Members as stockholders of BPBC immediately after the Merger (collectively the "Stockholders"); and

WHEREAS, the respective Boards of Directors or Managers of BPBC and BLLC have determined that the Merger, in the manner contemplated herein, is advisable and in the best interests of their respective equity holders and, by resolutions duly adopted, have approved and adopted this Agreement.

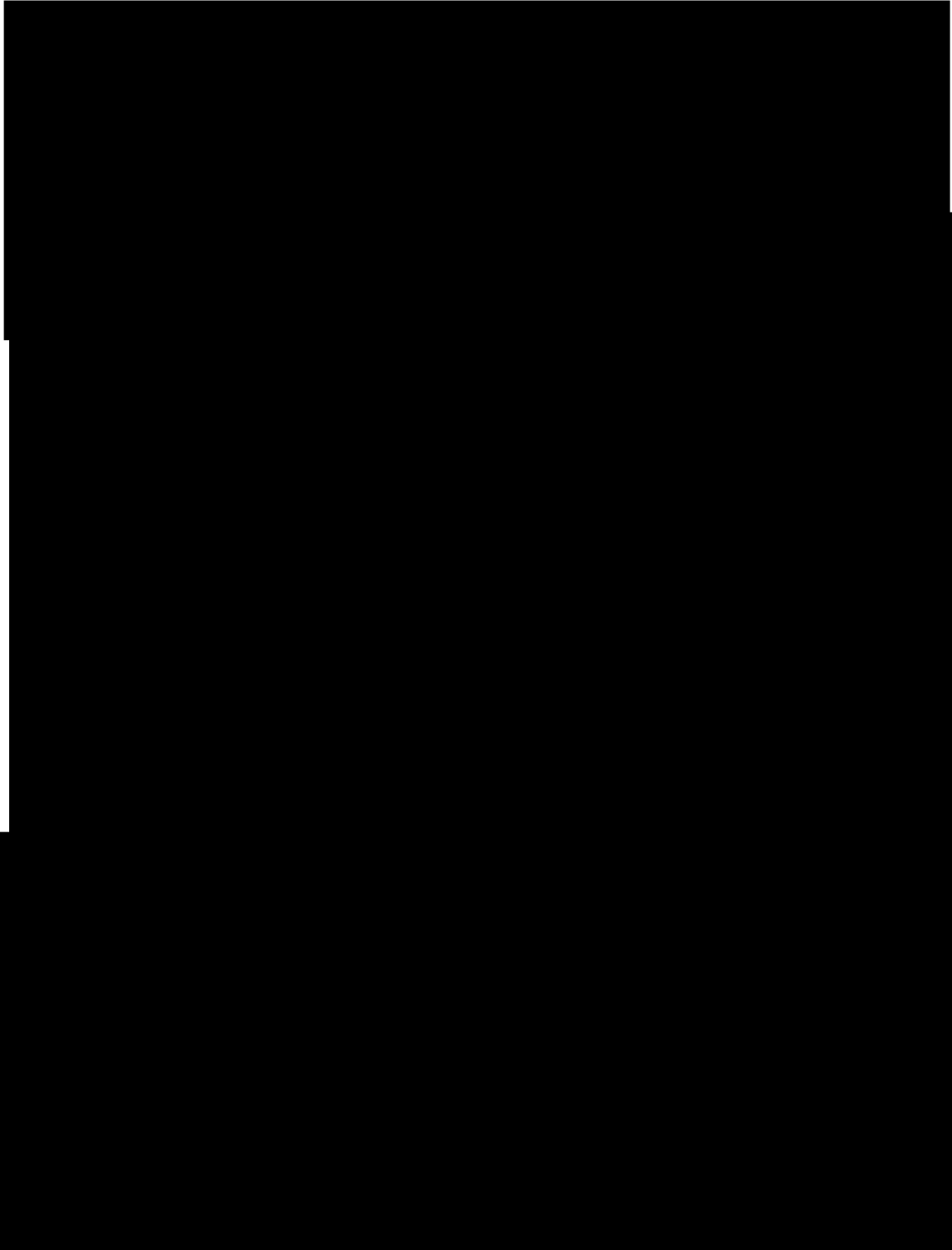
NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions set forth herein, the parties hereto hereby agree as follows:

ARTICLE I The Merger.

Section 1.1 Upon the terms and subject to the conditions hereof, and in accordance with the provisions of the District of Columbia Code §29-809.01 et seq (the "DCC") and the provisions of the Delaware General Corporation Law §251 et seq (the "DGCL"), BLLC shall be merged with and into BPBC at the Effective Time. As a result of the Merger, the separate existence of

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Section 4.5. BLLC Assets. BLLC has good title to, or leasehold interest in, all properties and assets (real, personal or mixed, tangible or intangible) which are used or held for use in the conduct of the its business.



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Section 7.7. Entire Agreement. This Agreement, constitutes the entire agreement among the Parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

Section 7.8. Amendment and Modification. This Agreement may only be amended or modified in a writing signed by a duly authorized representative of each Party.

Section 7.9. Public Announcement. BPBC, BLLC, the Stockholders of BPBC, the Members of BLLC or their director, managers or officers shall not issue any press release or otherwise make any public disclosures regarding this Agreement or the transactions contemplated hereby or any dealings between or among the Parties in connection with the subject matter hereof except upon the prior consent of the Board of Directors of BPBC with the approval of both the BG Investors Representative and Bluestein Representative. In the event that any such press release or other public disclosure shall be required by law, the Board of Directors of BPBC shall consult in good faith with respect to the form and substance of such release or other disclosure prior to the public dissemination thereof if time permits and if such consultation is permitted by law.

Section 7.10. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the Party or Parties entitled to the benefit thereof, but only by a writing signed by the Party or Parties waiving such terms or conditions.

Section 7.11. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

BEANFIELDS, PBC

By: *Reed Glidden*
Reed Glidden

Title: President & CEO

BEANFIELDS, LLC

By: *Reed Glidden*

Title: President & CEO