

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/24/1994		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QRP, Inc.		03/24/1994	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	QRP II, Inc.		
Street Address:	3781 N Highway Drive Building 1		
City:	Tuscon		
State/Country:	ARIZONA		
Postal Code:	85705		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1356400	POLYTUFF	
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:	6124927216		
Email:	mbowman@fredlaw.com		
Correspondent Name:	Megan A. Bowman		
Address Line 1:	200 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Megan A. Bowman		
SIGNATURE:	/Megan A. Bowman/		
DATE SIGNED:	03/28/2019		
Total Attachments: 15			
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ARIZONA CORPORATION COMMISSION

RE: ARTICLES OF MERGER OF
QRP, INC., A CALIFORNIA CORPORATION INTO
QRP II, INC., AN ARIZONA CORPORATION

THE SURVIVOR IS QRP II, INC.

Enclosed please find your processed copy of
Articles of Merger of the above-listed corporations.

It is our pleasure to have processed these
documents in the Tucson Office and return them to you without delay.

Your attention is directed to A.R.S. 10-074 section (C)
which requires that publication be made within sixty (60) days in a news-
paper of general circulation in the county of the known place of business
of the surviving corporation for three consecutive publication, either a
copy of the plan of merger or the plan of consolidation or the following
information:

1. The name and address of the known place of business of the
surviving corporation or the new corporation.
2. The name and address of the statutory agent of the surviving corporation
or the new corporation.
3. A brief statement fairly setting forth the substance of the plan of merger
or the plan of consolidation.
4. A brief statement of the character of the business in which the
surviving corporation or new corporation is to be initially
actually engaged.
5. The names and addresses of the directors and officers of the
surviving corporation or new corporation.

An affidavit evidencing such publication shall be filed
in this office within ninety days after filing of the articles of merger
or consolidation.

Very truly yours,

Darla Lewinsky

Examiner Technician

0527817-2

AZ. CORP. COMMISSION
FOR THE STATE OF AZ.
FILED

MAY 13 2 34 PM '94
AS
DATE APPE
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DATE
Darla Lewinsky
5-16-94

ARTICLES OF MERGER OF
F-0052122-9
QRP, INC., A CALIFORNIA CORPORATION

INTO

QRP II, INC., AN ARIZONA CORPORATION - 0527817-2

THE SURVIVING CORPORATION OF THIS

MERGER IS

QRP II, INC.

008262

ARTICLES OF MERGER OF
QRP, INC., A CALIFORNIA CORPORATION
into
QRP II, INC., AN ARIZONA CORPORATION

Pursuant to A.R.S. §10-074, the undersigned corporations, by and through the undersigned officers, hereby set forth the following Articles of Merger:

1. Plan of Merger. The Agreement and Plan of Merger is attached hereto and incorporated herein as Exhibit "A" (the "Merger Agreement"). QRP II, INC., an Arizona corporation, is the Surviving Corporation.

2. Outstanding Shares. The number of shares outstanding for each corporation, at the time of the approval by the respective shareholders of the Plan of Merger, was as follows:

QRP, INC., a California corporation	6,961 shares
QRP II, INC., an Arizona corporation	-0- shares

3. Approvals. All issued and outstanding shares of QRP, INC., a California corporation, were voted in favor of the Plan of Merger. There were no outstanding shares of QRP II, INC., an Arizona corporation.

4. A.R.S. §10-077 Agreements. The Surviving Corporation hereby agrees that:

(a) it may be served with process in the State of Arizona in any proceeding for the enforcement of any obligation of the disappearing corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such disappearing corporation against the Surviving Corporation;

(b) the Arizona Corporation Commission may accept service in any such

proceeding on behalf of the Surviving Corporation, or service may be had on this Corporation's statutory agent as appointed in its application for authority to do business in the State of Arizona; and

(c) it will pay to any dissenting shareholder of the disappearing corporation the amount, if any, to which such dissenting shareholder may be entitled under the provisions of A.R.S. §10-080 *et seq*, as amended.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the 24 day of March, 1994.

QRP II, INC., an Arizona corporation

By: [Signature]
James Casselman, President

By: [Signature]
William Casselman, Secretary

QRP, INC., a California corporation

By: [Signature]
James Casselman, President

By: [Signature]
William Casselman, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the 24 day of March, 1994, before me, the undersigned Notary Public, personally appeared James Casselman, the President of QRP II, Inc., an Arizona corporation, and acknowledged to me that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen M. Bush
Notary Public

My Commission Expires:

5-25-96

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the 24 day of March, 1994, before me, the undersigned Notary Public, personally appeared William Casselman, the Secretary of QRP II, Inc., an Arizona corporation, and acknowledged to me that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen M. Bush
Notary Public

My Commission Expires:

5-25-96

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the 24 day of March, 1994, before me, the undersigned Notary Public, personally appeared James Casselman, the President of QRP, Inc., a California corporation, and acknowledged to me that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen M. Bush
Notary/Public

My Commission Expires:

5-25-96

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the 24 day of March, 1994, before me, the undersigned Notary Public, personally appeared William Casselman, the Secretary of QRP II, Inc., a California corporation, and acknowledged to me that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen M. Bush
Notary Public

My Commission Expires:

5-25-96

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") made as of the 24th day of March, 1994, by and between QRP, Inc., a California corporation (hereinafter referred to as "Old Company" or as a "Constituent Corporation"), and QRP II, Inc., an Arizona corporation (hereinafter referred to as "New Company" or as a "Constituent Corporation").

WHEREAS, Old Company has determined that it is in the best interest of Old Company to change the state of its incorporation from the State of California to the State of Arizona; and

WHEREAS, Old Company has caused New Company to be formed and desires to merge with and into New Company for the purpose of accomplishing such change, and New Company desires to merge with Old Company pursuant to A.R.S. §10-077 (the "Merger"), upon the terms and subject to the conditions set forth in this Merger Agreement in accordance with the laws of the State of Arizona and the State of California; and

WHEREAS, the authorized capital stock of Old Company consists of One Million (1,000,000) shares of common stock, \$1.00 par value (hereinafter called the "Old Company Common Stock"), of which 6961 shares are issued and outstanding (as may hereafter be adjusted for any change in the number of shares of Old Company Common Stock); and

WHEREAS, the authorized capital stock of New Company consists of One Million (1,000,000) shares of common stock, \$1.00 par value (hereinafter called the "New Company Common Stock"), none of which shares are outstanding as of the date hereof; and,

WHEREAS, the Boards of Directors of Old Company and New Company by resolutions duly adopted have approved the terms of this Merger Agreement and have directed the submission of this Merger Agreement to the stockholders of Old Company for approval;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, and provisions herein contained, the parties hereto agree as follows:

ARTICLE I
THE MERGER

1.1 At the Effective Time as defined in Section 4.1 hereof, Old Company shall be merged with and into New Company which shall be the surviving corporation and New Company at such time shall merge Old Company with and into New Company. The corporate existence of New Company with all its purposes, powers, and objects shall continue unaffected and unimpaired by the Merger and New Company as it shall be constituted after the Effective Time is herein called the "Surviving Corporation." The Surviving Corporation shall, from and after the Effective Time, possess all of the rights, privileges, powers, and franchises of a public, as well as a private, nature and be subject to and liable for all the restrictions, disabilities, debts, liabilities, obligations, penalties and duties of each of the Constituent Corporations and all of the rights, privileges, powers, and franchises of each of the Constituent Corporations in all property, real, personal, or mixed, and all debts due either of the Constituent Corporations on whatever account, including stock subscriptions and other things in action and all or every other interest of or belonging to either of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed; and the title to any real estate, whether vested

by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger, and no liability or obligation due or to become due at the Effective Time or any claim or demand for any cause then existing or action or proceeding pending by or against either of the Constituent Corporations or any shareholder, officer or director thereof shall be released or impaired by the Merger; and all rights of creditors and liens upon property, of either of the Constituent Corporations, shall be preserved unimpaired, all in accordance with Arizona law. The separate existence and corporate organization of Old Company shall cease upon the Effective Time and thereupon Old Company and New Company shall be a single corporation, New Company.

1.2 If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further assignment, assurances in law, or any other things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Corporation, the title to any property or right of Old Company acquired or to be acquired by reason of or as a result of the Merger, Old Company and its proper officers and directors will, upon notice, execute and deliver such proper deeds, assignments, and assurances reasonably requested by the Surviving Corporation and do all things necessary or advisable to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the intent and purposes of this Merger Agreement and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Old Company or otherwise to take any and all such action.

ARTICLE II
CERTIFICATE OF INCORPORATION; BYLAWS; BOARD OF
DIRECTORS, OFFICERS

2.1 The Certificate of Incorporation of New Company as in effect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until the same shall be amended as provided by Arizona law.

2.2 The Bylaws of New Company as in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended, or repealed in accordance with Arizona law, the Certificate of Incorporation of the Surviving Corporation, or said Bylaws.

2.3 From and after the Effective Time the officers and directors of Old Company immediately prior to the Effective Time shall serve in their respective capacities as the officers and directors of the Surviving Corporation, each to serve until his respective successor shall have been duly elected and qualified.

2.4 The laws which are to govern the Surviving Corporation are the laws of the State of Arizona.

ARTICLE III
CONVERSION OF SHARES

3.1 At the Effective Time each one (1) share of Old Company Common Stock issued and outstanding immediately prior to the Effective Time then held by each Old Company shareholder of record shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one (1) share of New Company Common Stock.

3.2 All agreements of any kind governing the Old Company Common Stock are adopted by New Company at the Effective Time and shall apply to and burden and benefit the New Company Common Stock.

3.3 Within a reasonable time after the Effective Time, each holder of the Old Company Commons Stock prior to the Merger shall surrender to the Surviving Corporation each certificate (the "Certificates") representing such Old Company Common Stock prior to the Merger and shall receive in exchange therefor a certificate or certificates representing the shares of stock of the Surviving Corporation into which such Old Company Common Stock shall have been converted. Except as otherwise provided by law, at and after the Effective Time, each holder of a Certificate shall cease to have any rights as a shareholder of Old Company, except for the right to surrender such Certificate in exchange for shares of stock of the Surviving Corporation as provided herein.

ARTICLE IV

PROCEDURE TO EFFECT MERGER

4.1 The term "Effective Time" as used herein shall mean the time on the day on which this Merger Agreement shall become effective in accordance with the laws of the State of Arizona. Each of the Constituent Corporations hereby agrees to do promptly all of such acts, and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it.

4.2 This Merger Agreement may be terminated by the mutual consent of the Boards of Directors of the Constituent Corporations whether before or after approval of this Merger Agreement by the stockholders of Old Company.

4.3 A copy of this Merger Agreement or a Certificate of Merger with respect thereto shall be filed in the office of the Corporation Commission of the State of Arizona and in the office of the Secretary of State of the State of California. Duplicate copies of this Merger Agreement, certified by the appropriate authorities, if necessary or desirable, shall be filed or recorded in such other offices or places as shall be required by the laws of the State of Arizona and the State of California.

ARTICLE V

MISCELLANEOUS

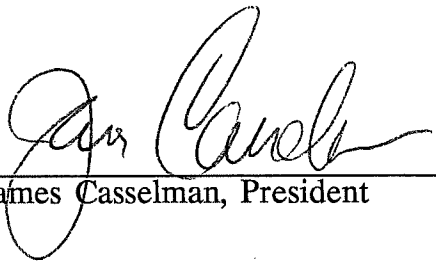
5.1 This Merger Agreement may be executed in several counterparts each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement between the parties hereto.

5.2 Except as otherwise provided in this Merger Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation, other than the Constituent Corporations or their respective successors and assigns, any rights or remedies under or by reason of this Merger Agreement.


5.3 This Merger Agreement and legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Merger Agreement to be signed in its corporate name by its duly authorized officers all as of the date first above written.


QRP II, INC., an Arizona corporation

By: 
James Casselman, President

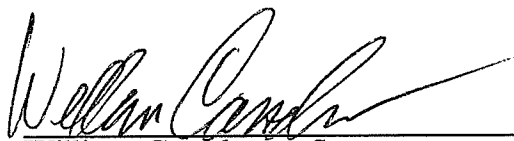
ATTEST:


William Casselman, Secretary

QRP, INC., a California corporation

By: 
James Casselman, President

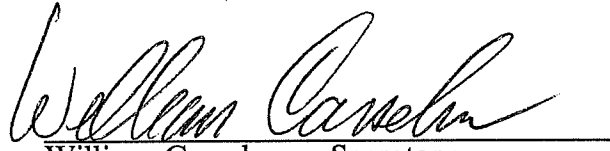
ATTEST:


William Casselman, Secretary

I, WILLIAM CASSELMAN, Secretary of QRP II, Inc., a corporation organized and existing under the laws of the State of Arizona, hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this certificate is attached, after having first been duly signed on behalf of the QRP II, Inc. and having been signed on behalf of QRP, Inc., a California corporation, was duly adopted pursuant to the laws of the State of Arizona, without any vote of the stockholders of the Surviving Corporation; and that no shares of QRP II, Inc. were issued prior to the adoption by the Board of Directors of the resolution approving the Agreement and Plan of Merger, and that the Agreement and Plan of Merger was adopted by action of the Board of Directors of QRP II, Inc., an Arizona corporation, and is the duly adopted agreement and act of the said Corporation.

WITNESS my hand on this 24 day of March, 1994.

QRP II, Inc., an Arizona corporation



William Casselman, Secretary