

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	03/31/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Suspension Connection, Inc.		03/31/2015	Corporation: UTAH
Tuff Country, Inc.		03/31/2015	Corporation: UTAH
TCI, LLC		03/31/2015	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCI, LLC		
<b>Street Address:</b>	4172 West 8370 South		
<b>City:</b>	West Jordan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84088		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2422486	EZ-RIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Khalil Nobles c/o Willkie Farr & Gallagh		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	120593.00021 KN		
<b>NAME OF SUBMITTER:</b>	Khalil Nobles		
<b>SIGNATURE:</b>	/Khalil Nobles/		
<b>DATE SIGNED:</b>	05/02/2019		
<b>Total Attachments: 11</b>			
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Date: 06/01/2015  
Receipt Number: 0026151  
Amount Paid: \$95.00

**MERGER**

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
and approved on this 1st day of June, 2015  
in the office of this Division and hereby issued  
This Certificate thereof.

Executed: \_\_\_\_\_ Date: 6/15/15



Kathy Borg  
Kathy Borg  
Division Director

**ARTICLES OF MERGER**  
of  
**SUSPENSION CONNECTION, INC.**  
and  
**TUFF COUNTRY, INC.**  
with and into  
**TCL, LLC**

RECEIVED  
JUN 01 2015  
Utah Div of Corp. & Comm. Code

CLERK

Pursuant to Section 16-10A-1101 of the Utah Revised Business Corporation Act, Suspension Connection, Inc., a Utah Corporation, Tuff Country, Inc., a Utah Corporation, and TCL, LLC, a Utah limited liability company do hereby execute the following Articles of Merger and certify as follows:

**ARTICLE ONE**

1.1. The names of the entities proposing to merge (the "Constituent Entities") and the laws under which they are organized are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Organization</u>
Suspension Connection, Inc.	Utah: File # 1462518-0142
Tuff Country, Inc.	Utah: File # 1044411-0142
TCL, LLC	Utah: File # 9353884-0160

**ARTICLE TWO**

2.1. Attached hereto as Appendix "A" is a copy of the Agreement and Plan of Merger by and among the Constituent Entities dated as of March 31, 2015, (the "Plan of Merger") adopted in the manner prescribed by the laws of the State of Utah pursuant to which the Constituent Entities are to be merged (the "Merger").

**ARTICLE THREE**

3.1. The surviving company shall be TCL, LLC, which is a Utah limited liability company, and it shall continue to be governed by the laws of the State of Utah.

00-01-1570414 2015

3 2 The surviving company shall continue to use the corporate name TCI, LLC and shall continue to be governed by the Certificate of Organization and Operating Agreement of TCI LLC as in effect immediately prior to the Merger

3 3 There will be no difference in the ownership interests of the surviving company as a result of the Merger

#### ARTICLE FOUR

4 1 Upon the filing of this Articles of Merger, the name and address of the registered agent for TCI, LLC listed with the State of Utah shall be

YH Corporate Services, LLC  
6405 South 3000 East, Suite 150  
Salt Lake City, Utah 84121

#### ARTICLE FIVE

5 1 The number of shares of stock outstanding for Tuff Country, Inc , the number of shares entitled to vote with respect to the adoption of the Plan, and the designation of shares entitled to vote as a class with respect thereto, are set forth below

	Class of Shares	Total Outstanding Shares	Votes in Favor of Merger
	Common	1,000	1,000

5 2 The number of shares of stock outstanding for Suspension Connection, Inc , the number of shares entitled to vote with respect to the adoption of the Plan, and the designation of shares entitled to vote as a class with respect thereto, are set forth below

	Class of Shares	Total Outstanding Shares	Votes in Favor of Merger
	Common	1,000	1,000

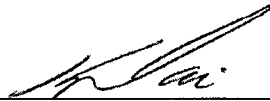
#### ARTICLE SIX

6 1 The adoption of the Plan of Merger and the performance of its terms as set forth therein were duly approved and adopted by the Boards of Directors of Suspension Connection Inc and Tuff Country, Inc , and the Members of TCI, LLC, and such other requisite corporate action as is required of any of them has been taken All provisions of the laws of the State of Utah have been complied with respect to the proposed Merger

6.2 The undersigned hereby state that they have read the foregoing Articles of Merger, are familiar with the contents thereof, and verify and affirm the truthfulness thereof

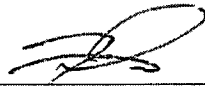
IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on behalf of the Constituent Entities effective the 31<sup>st</sup> day of March, 2015

SUSPENSION CONNECTION, INC , a Utah corporation



By Kelly R. Davis, President

TUFF COUNTRY, INC , a Utah corporation



By F. Troy Davis, President

TCI. LLC, a Utah limited liability company



By F. Troy Davis, Manager



By Kelly R. Davis, Manager

APPENDIX "A"  
PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER**

**between**

**TUFF COUNTRY, INC.,**  
a Utah Corporation

**and**

**SUSPENSION CONNECTION, INC.,**  
a Utah Corporation

**and**

**TCL, LLC,**  
a Utah limited liability company

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of the 31<sup>st</sup> day of March, 2015, by and between Suspension Connection, Inc., a Utah corporation, Tuff Country, Inc., a Utah corporation, and TCL, LLC, a Utah limited liability company. Suspension Connection, Inc., Tuff Country, Inc., and TCL, LLC are sometimes referred to collectively in this Agreement as the "Constituent Entities."

**RECITALS:**

A. Suspension Connection, Inc. is a Utah corporation, having its principal place of business located in West Jordan, Utah.

B. As of the date of this Agreement, 1,000 shares of common stock, no par value, of Suspension Connection, Inc. have been authorized, of which 1,000 shares have been issued and remain outstanding.

C. Tuff Country, Inc. is a Utah corporation, having its principal place of business located in West Jordan, Utah.

D. As of the date of this Agreement, 1,000 shares of common stock, no par value, of Tuff Country, Inc. have been authorized, of which 1,000 shares have been issued and remain outstanding.

E. TCL, LLC is a Utah limited liability company, having its principal place of business located in West Jordan, Utah.

F. The board of directors of the Constituent Entities deem it advisable that

Suspension Connection, Inc. and Tuff Country, Inc. be merged with and into TCI, LLC upon the terms and subject to the conditions set forth in this Agreement, in accordance with the applicable provisions of the statutes of the State of Utah which permit such merger.

## **AGREEMENT**

In consideration of the foregoing recitals, and of the agreements, covenants and provisions hereinafter contained, Suspension Connection, Inc., Tuff Country, Inc., and TCI, LLC, by their respective boards of directors, shareholders and members (as applicable), hereby agree, each with the other, as follows:

### **ARTICLE 1 MERGER**

At the Effective Time (as defined below), Suspension Connection, Inc. and Tuff Country, Inc. will be merged with and into TCI, LLC, on the terms and conditions set forth in this Agreement (the "Merger"), as permitted by and in accordance with Title 16, Chapter 10a, Part 11: Corporations; *Merger and Share Exchange of the Utah Code Annotated ("UCA")* (the "Utah Merger Provisions"), and in accordance with the applicable laws of the United States of America. Upon the Merger, the separate existence of Suspension Connection, Inc. and Tuff Country, Inc. shall cease and TCI, LLC shall be the surviving entity. The Merger is intended to qualify as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

### **ARTICLE 2 EFFECT OF MERGER**

2.1 As soon as practicable after the approval and execution of this Agreement by the Constituent Entities, Suspension Connection, Inc., Tuff Country, Inc., and TCI, LLC shall cause Articles of Merger which comply with the terms of the Utah Merger Provisions (the "Articles of Merger"), together with a copy of this Agreement to be filed with the Division of Corporations and Commercial Code of the State of Utah (the "Division").

2.2 The Merger shall become effective at the time the Articles of Merger are filed with the Division in accordance with Section 2.1 above (the "Effective Time").

2.3 At the Effective Time, the Merger shall have the effects set forth in the Utah Merger Provisions, including, without limitation, the following:

2.3.1 The Constituent Entities shall be a single entity, which shall be TCI, LLC as the surviving entity, and the separate existence of Suspension Connection, Inc. and Tuff Country, Inc. shall cease.



2.3.2 TCI, LLC shall possess all of the rights, privileges, immunities and franchises, as well of a public as of a private nature, of each of the Constituent Entities.

2.3.3 All property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Entities, shall be taken and deemed to be vested in TCI, LLC without further act or deed, and the title to all real estate, or any interest therein, vested in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger.

2.3.4 TCI, LLC shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or TCI, LLC may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the Merger.

2.3.5 The aggregate amount of the net assets of the Constituent Entities which was available for the payment of dividends immediately prior to the Merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by TCI, LLC.

2.3.6 The Operating Agreement of TCI, LLC as existing and constituted immediately prior to the Effective Time shall be and constitute the Operating Agreement of TCI, LLC.

2.3.7 The members of TCI, LLC immediately prior to the Effective Time, shall be and constitute the members of TCI, LLC from and after the Effective Time.

2.3.8 The ownership interest of TCI, LLC will not change as a result of the Merger.

2.3.9 The members of TCI, LLC will hold the ownership interest with the same designations, preferences, limitations and relative rights as they held in TCI, LLC prior to the Effective Time.

### ARTICLE 3 CERTIFICATE OF ORGANIZATION

The Certificate of Organization of TCI, LLC shall not be amended by reason of this Agreement and Plan of Merger, and such Certificate of Organization as in effect on the Effective Time shall constitute the Articles of Incorporation of Suspension Connection, Inc. and Tuff Country, Inc. until further amended in the manner provided by law.

**ARTICLE 4  
CONVERSION OF SHARES**

The manner and basis of converting the shares of the Constituent Entities shall be as follows:

4.1 Tuff Country, Inc. Common Stock. Each share of common stock of Suspension Connection, Inc. which are outstanding immediately prior to the Merger, and all rights in respect thereof, shall be canceled, and without any action on the part of the holder thereof, and no shares of common stock of Suspension Connection, Inc. shall be delivered in exchange therefor.

4.2 Suspension Connection, Inc. Common Stock. Each share of common stock of Suspension Connection, Inc. which are outstanding immediately prior to the Merger, and all rights in respect thereof, shall be canceled, and without any action on the part of the holder thereof, and no shares of common stock of Suspension Connection, Inc. shall be delivered in exchange therefor.

4.3 Surrender of Certificates. At or after the Effective Time, the shareholders of Tuff Country, Inc. and Suspension Connection, Inc. shall surrender the certificate or certificates representing the shares of common stock of Tuff Country, Inc. and Suspension Connection, Inc. for cancellation to TCI, LLC's agent designated for such purpose. From and after the Effective Time the certificate or certificates representing the common stock of Tuff Country, Inc. and Suspension Connection, Inc. shall be deemed canceled and terminated pursuant to the provisions of this Article 4.

**ARTICLE 5  
SUBSEQUENT ACTIONS**


If, at any time after the Effective Time, Tuff Country, Inc. and Suspension Connection, Inc. shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things, are necessary or desirable to vest, perfect, or confirm of record or otherwise in Tuff Country, Inc. and Suspension Connection, Inc. its rights, title, or interest in, to, or under any of the rights, properties or assets of TCI, LLC acquired or to be acquired by TCI, LLC as a result of or in connection with the Merger or otherwise to carry out the terms of this Agreement, the officers and directors of Tuff Country, Inc. and Suspension Connection, Inc. shall be authorized to execute and deliver, in the name and on behalf of or otherwise, all such deeds, bills of sale, assignments, and assurances, and to make and do, in the name and on behalf of TCI, LLC or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any right, title and interest in, to, and under such rights, properties, or assets in Tuff Country, Inc. and Suspension Connection, Inc. or otherwise to carry out the terms of this Agreement.

**ARTICLE 6  
SHAREHOLDER VOTE**

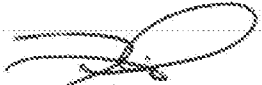
This Agreement is entered into pursuant to authorization by the Board of Directors and the shareholders of Suspension Connection, Inc. and the Board of Directors and the shareholders of Tuff Country, Inc., which authorizations have been given by unanimous written consent. This Agreement shall take effect, and shall be deemed and be taken to be the Agreement and Plan of Merger of the Constituent Entities upon the execution, filing and recording of such documents and the performance of such acts and events as shall be required for accomplishing the Merger under the provisions of the applicable statutes of the State of Utah.

IN WITNESS WHEREOF, the Constituent Entities have each caused this Agreement and Plan of Merger to be executed by their respective duly authorized officers as of the day and year first written above.

SUSPENSION CONNECTION, INC., a Utah  
corporation

  
\_\_\_\_\_  
By: Kelly R. Davis, President

TUFF COUNTRY, INC., a Utah corporation

  
\_\_\_\_\_  
By: F. Troy Davis, President

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APR 1 2015

Utah State of Corp. & Comm. Code

**CERTIFICATE OF ORGANIZATION  
OF  
TCI, LLC**

The undersigned person, being 18 years of age or older and acting as organizer pursuant to the Utah Revised Uniform Limited Liability Company Act (the "Act"), hereby files the following Certificate of Organization this 19<sup>th</sup> day of MARCH, 2015, for the purpose of forming a limited liability company under the Act.



**ARTICLE I**

The name of the limited liability company is **TCI, LLC** (the "Company").

**ARTICLE II**

The address of the Company's principal office shall be:

4172 West 8370 South  
West Jordan, Utah 84088

**ARTICLE III**

The name and address of the Company's registered agent in the State of Utah are:

F. Troy Davis  
4172 West 8370 South  
West Jordan, Utah 84088

**ARTICLE IV**

The business and affairs of the Company shall be managed by Managers. The names and addresses of the Managers of the Company are as follows:

F. Troy Davis  
4172 West 8370 South  
West Jordan, Utah 84088

Kelly R. Davis  
4172 West 8370 South  
West Jordan, Utah 84088

**ARTICLE V**

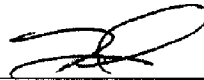
All membership interests in the Company, whether held by a Member or by a transferee of an assignable interest, shall be subject to the restrictions, limitations, and options contained in the operating agreement of the Company relating to the transfer of membership interests, and no such membership or transferable interest shall be

transferred except in accordance with the operating agreement. All persons are notified that the operating agreement restricts transfers and forbids any such transfer except in accordance with its terms.

#### ARTICLE VI

The rights and obligations under the operating agreement are inherent characteristics of the Company and of any membership interest, transferable interest, or other interest in the Company, to which rights and obligations any person obtaining rights relating to the Company or an interest in or relating to the Company shall be subject.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization, effective for all purposes as of the date first above written.



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By: F. Troy Davis, Organizer