

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	01/01/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambelt International Corp.		12/30/2011	Corporation: UTAH
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
CIC II, Inc.	12/30/2011	Corporation: UTAH	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Cambelt International Corporation		
Street Address:	2820 West 1100 South		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0870837	CAMBELT	
CORRESPONDENCE DATA			
Fax Number:	8015660750		
<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:	801-566-6633		
Email:	docket@tnw.com		
Correspondent Name:	Peter M. de Jonge		
Address Line 1:	8180 South 700 East, Suite 350		
Address Line 4:	Sandy, UTAH 84070		
NAME OF SUBMITTER:	Peter M. de Jonge		
SIGNATURE:	/petermdejonge/		
DATE SIGNED:	06/10/2019		
Total Attachments: 7			

OP \$40.00 0870837

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State of Utah
DEPARTMENT OF COMMERCE
 Division of Corporations & Commercial Code
 Articles of Merger / Share Exchange

MERGER

643426-0142
 into
 8189973-0142
 Entity Number:

Non-Refundable Processing Fee.
 Domestic \$37.00
 Foreign \$37.00

I hereby certified that the foregoing has been filed and approved as of the delayed effective date of 01 day of Jan, 2012 in this office of this Division and hereby issued this Certificate thereof.

CAMBELT INTERNATIONAL CORP.
 the non-surviving corporation

CIC II, INC.
 the surviving corporation

Into Examiner to Date 12-12



Katry Berg
 Katry Berg
 Division Director



RECEIVED
 DEC 30 2011
 Utah Div. of Corp. & Comm. Code

ARTICLE I - Surviving Corporation
Section 1

The name of the corporation surviving the merger is - CIC II, Inc. and such name has has not been changed as a result of the merger.

The principal address of the surviving corporation is:
2820 WEST 1100 SOUTH, SALT LAKE CITY, UTAH 84104

Address City State Zip

Section 2

- A. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Utah Revised Business Corporation Act incorporated on JANUARY 1, 2012
- B. The surviving corporation is a foreign corporation incorporated under the laws of the State of _____ and qualified not qualified to do business in Utah.
 Note: If application for Certificate of Authority to Transact Business is filed concurrently herewith state "Upon approval of Application for Certificate of Authority."
- C. The effective date of the merger described herein shall be the date upon which these Articles are filed with the Utah Division of Corporations and Commercial Code, or JANUARY 1, 2012

ARTICLE II - Non-surviving Corporation(s)

The name, state of incorporation, and date incorporation or qualification (if applicable) respectively, of each Utah domestic corporation and/or foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation: Cambelt International Corp.
 State of Domicile: Utah Date of Incorporation / Qualification in Utah: May 2, 1974

Name of Corporation: _____
 State of Domicile: _____ Date of Incorporation / Qualification in Utah: _____

Name of Corporation: _____
 State of Domicile: _____ Date of Incorporation / Qualification in Utah: _____

Name of Corporation: _____
 State of Domicile: _____ Date of Incorporation / Qualification in Utah: _____

Name of Corporation: _____
 State of Domicile: _____ Date of Incorporation / Qualification in Utah: _____

Emp. 12/30/2011
 Federal Number: 1005623
 Amount Paid: \$37.00

ARTICLE III - Plan of Merger or Share Exchange

The Plan of Merger or Share Exchange, containing such information as required by Utah Code 16-10a-1101, is set forth in "Exhibit A", attached hereto and made a part hereof.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

ARTICLE IV - Manner of Adoption & Vote of Surviving Corporation (must complete Section 1 or 2)

Section 1

Shareholder vote not required. The merger/ share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

Vote of shareholders (complete either A or B) The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger/ share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on _____, 2011 and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
Designation of each voting group (i.e. preferred and common)	1000	1000		
Number of outstanding shares	1000	1000		
Number of votes entitled to be cast	1000	1000		
Number of votes represented at meeting	1000	1000		
Shares voted in favor	1000	1000		
Shares voted against	0	0		

ARTICLE V - Manner of Adoption & Vote of Non-surviving Corporation (must complete Section 1 or 2)

Section 1

Shareholder vote not required. The merger/ share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

Vote of shareholders (complete either A or B) The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger/ share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on _____, 2011 and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
Designation of each voting group (i.e. preferred and common)	\$10001	01	\$1000	
Number of outstanding shares	\$10001	01	\$1000	
Number of votes entitled to be cast	\$10001	01	\$1000	
Number of votes represented at meeting	\$10001	01	\$1000	
Shares voted in favor	\$10001	01	\$1000	
Shares voted against	0	0	0	

In Witness Whereof, the undersigned being the PRESIDENT of the surviving corporation executes these Articles of Merger/ Share Exchange and certifies, subject to penalties of perjury and the statements contained herein are true, this 26 day of November, 2011.

[Signature]
Signature

COLIN D. CAMPBELL, PRESIDENT
Printed Name

Mailing/Faxing Information: www.corporations.mn.gov/contacts.html Division's Website: www.corporations.mn.gov

**AGREEMENT AND PLAN OF MERGER
BETWEEN
CIC II, INC.,
A UTAH CORPORATION
AND
CAMBELT INTERNATIONAL CORP.,
A UTAH CORPORATION**

This Agreement and Plan of Merger (the "Agreement") is made and entered into effective the 1st day of January, 2012, by and between CIC II, Inc., a Utah corporation, and Cambelt International Corp., a Utah corporation. Both corporations are sometimes referred to jointly in this Agreement as the "Constituent Corporations".

RECITALS

1. CIC II, Inc. is a Utah corporation, having its principal place of business at 2820 West 1100 South, Salt Lake City, Utah 84104.

2. As of the date of this Agreement, one thousand (1,000) shares of common stock of CIC II, Inc., have been authorized and are issued and remain outstanding, all of which, pursuant to the records of CIC II, Inc., are owned by the following individuals in the following amounts

<u>SHAREHOLDER</u>	<u>NUMBER OF SHARES</u>
CIC Holdings, Inc.	1,000

3. Cambelt International Corp. is a Utah corporation. As of the date of this Agreement, 1,000,100 shares of common stock of Cambelt International Corp., have been authorized and 910,091 shares of common stock of Cambelt International Corp. are issued and are outstanding, all of which, pursuant to the records of Cambelt International Corp., are owned by the following individuals in the following amounts:

<u>SHAREHOLDER</u>	<u>NUMBER OF CLASS A VOTING SHARES</u>	<u>NUMBER OF CLASS B NON-VOTING SHARES</u>
David Campbell	42	227,501
Mary E. Campbell	42	227,501
Colin D. Campbell	7	273,000
Colin D. Campbell and Cherie S. Campbell, as Tenants in Common	0	
Mary Cobb	0	30,333
Elizabeth Hansen	0	30,333
Catherine Nelson	0	30,333
Bonnie Brown	0	30,333
Allison Stuart	0	30,333
Rebecca Campbell	0	30,333

4 The shareholders of each of the Constituent Corporations deem it advisable that Cambelt International Corp. be merged with and into CIC II, Inc. 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 and the agreements, covenants and provisions hereinafter contained, Cambelt International Corp. and CIC II, Inc. by their respective shareholders, hereby agree as follows:

ARTICLE I MERGER

At the Effective Time (as defined below), Cambelt International Corp. will be merged with and into CIC II, Inc. On the terms and conditions set forth in this Agreement as permitted by and in accordance with Utah Code Title 16, Chapter 10a (the "Utah Merger Provisions") Upon such Merger, the existence of Cambelt International Corp. shall cease and CIC II, Inc. shall be the surviving corporation in the Merger (the "Surviving Corporation"). The Merger is intended to qualify as a tax-free reorganization under the Internal Revenue Code of 1986, as amended.

ARTICLE II EFFECT OF MERGER

2.1 As soon as practicable after the approval and execution of this Agreement by the Constituent Corporations, Cambelt International Corp. and CIC II, Inc. shall cause Articles of Merger which comply with the terms of the Utah Merger Provisions, together with a copy of this Agreement, to be filed in Utah.

2.2 The Merger shall become effective at 12:01 p.m. on the 1st day of January, 2012 (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:

a. The Constituent Corporations shall become a single corporation, which shall be the Surviving Corporation, and the existence of Cambelt International Corp. shall cease.

b. The Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises of each of the Constituent Corporations.

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

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

e. The aggregate amount of the net assets of the Constituent Corporations 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 the Surviving Corporation.

f. The Bylaws of CIC II, Inc. as existing and constituted immediately prior to the Effective Time shall be and constitute the Bylaws of the Surviving Corporation.

g. The board of directors, and the members thereof, and the officers of CIC II, Inc. immediately prior to the Effective Time shall be and constitute the board of directors, and the members thereof, and the officers of the Surviving Corporation from and after the Effective Time.

h. The number of authorized, issued and outstanding shares of the Surviving Corporation will not change as a result of the Merger.

i. The number of "participating shares" of the Surviving Corporation, as that term is defined in Utah Code Ann. § 16-10a-1103(8), shall not change as a result of the Merger.

ARTICLE III ARTICLES OF INCORPORATION

The Articles of Incorporation of CIC II, Inc. shall not be amended in any respect by reason of this Agreement, and such Articles of Incorporation as in effect at the Effective Time shall constitute the Articles of Incorporation of the Surviving Corporation until further amended in the manner provided by law.

**ARTICLE IV
CONVERSION OF SHARES**

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

4.1 All shares of the common stock of CIC II, Inc. which are outstanding immediately prior to the Merger shall continue to be outstanding immediately after the Merger, and shall represent the issued and outstanding shares of common stock of the Surviving Corporation.

4.2 Each share of common stock of Cambelt International Corp. which is outstanding immediately prior to the Merger, and all rights in respect thereof, inso facto, shall be cancelled, and no shares of common stock of the Surviving Corporation shall be delivered in exchange therefor.

4.3 At or after the Effective Time, each shareholder of Cambelt International Corp. shall surrender the certificate or certificates representing the shares of common stock of Cambelt International Corp. for cancellation to the Surviving Corporation's agent designated for such purpose. From and after the Effective Time the certificate or certificates representing the common stock of Cambelt International Corp. shall be deemed cancelled and terminated.

**ARTICLE V
SUBSEQUENT ACTIONS**

If, at any time after the Effective Time, the Surviving Corporation 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 the Surviving Corporation its rights, title, or interest in, to, or under any of the rights, properties, or assets of Cambelt International Corp. acquired or to be acquired by the Surviving Corporation 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 the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf or otherwise, all such deeds, bills of sale, assignments, and assurances, and to make and do, in the name and on behalf of Cambelt International Corp. 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 the Surviving Corporation or otherwise to carry out the terms of this Agreement.

ARTICLE VI
SHAREHOLDER VOTE

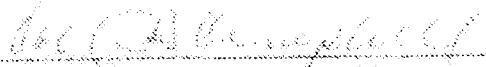
This Agreement is entered into pursuant to authorization by the shareholders entitled to vote of Cambelt International Corp. given by unanimous written consent and by authorization of the shareholders entitled to vote of CIC II, Inc. given by unanimous written consent. This Agreement shall take effect, and shall be deemed and be taken to be the Agreement and Plan of Merger of the Constituent Corporations upon the execution, filing and recording of such documents and the doing of such acts and things 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 Corporations have 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.

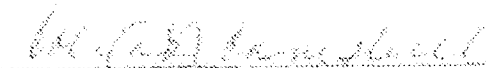
ARTICLE VII
NAME OF SURVIVING CORPORATION

As of the Effective Time, the name of the Surviving Corporation shall be Cambelt International Corporation.

CIC II, INC., a Utah corporation


By: Colin D. Campbell, its President

CAMBELT INTERNATIONAL CORP., a
Utah corporation


By: Colin D. Campbell, its President