

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556152

| | | | |
|----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 01/01/2020 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Seadog Ventures, Inc. | | 12/30/2019 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Spirit Cruises, LLC | | |
| Street Address: | 455 N. Cityfront Plaza Drive, Suite 2600 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60611 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2426985 | SEADOG | |
| Registration Number: | 3162678 | SEADOG | |
| Registration Number: | 3162679 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129847700 | | |
| | <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: | 312-372-2000 | | |
| Email: | ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com | | |
| Correspondent Name: | Jennifer M. Mikulina | | |
| Address Line 1: | 444 West Lake Street, Suite 4000 | | |
| Address Line 2: | McDermott Will & Emery LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606-0029 | | |
| ATTORNEY DOCKET NUMBER: | 048666-0011 | | |
| NAME OF SUBMITTER: | Jennifer M. Mikulina | | |
| SIGNATURE: | /Jennifer M. Mikulina/ | | |
| DATE SIGNED: | 01/06/2020 | | |
| Total Attachments: 8 | | | |

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SEADOG VENTURES, INC.", AN ILLINOIS CORPORATION,
WITH AND INTO "SPIRIT CRUISES, LLC" UNDER THE NAME OF
"SPIRIT CRUISES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D.
2019, AT 5:23 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY,
A.D. 2020 AT 12:30 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

2231059 8100M
SR# 20198947736

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204329793
Date: 12-31-19

TRADEMARK
REEL: 006831 FRAME: 0916

**CERTIFICATE OF MERGER
MERCING
SEADOG VENTURES, INC.
WITH AND INTO
SPIRIT CRUISES, LLC**

The undersigned, pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, hereby certifies to the following facts:

FIRST: The name of the surviving limited liability company is Spirit Cruises, LLC, a Delaware limited liability company (the "Surviving Company");

SECOND: The name of the entity being merged with and into the Surviving Company is Seadog Ventures, Inc., an Illinois corporation (the "Terminating Company");

THIRD: The Agreement and Plan of Merger dated as of the date hereof (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by the Surviving Company and the Terminating Company;

FOURTH: The Merger Agreement is attached hereto as Exhibit A;

FIFTH: The merger is to become effective on January 1, 2020 at 12:30 am Eastern.

SIXTH: The Merger Agreement is on file at the principal place of business of the Surviving Company located at 455 N. Cityfront Plaza Drive, Suite 2600, Chicago, Illinois, 60611; and

SEVENTH: A copy of the Merger Agreement shall be furnished by the Surviving Company, on request and without cost, to any member or stockholder of either constituent entity to the merger.

[signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Merger as of December 30, 2019.

SPIRIT CRUISES, LLC

By: 
Name: Lauren K. Baran
Its: Chief Financial Officer and Secretary

[Signature Page to Certificate of Merger]

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Exhibit A

Agreement and Plan of Merger
See attached.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is entered into as of December 30 2019 (“Agreement”) by and among Spirit Cruises, LLC, a Delaware limited liability company (the “Company”), Premier Yachts, Inc., a Delaware corporation (“Premier”), and Seadog Ventures, Inc., an Illinois corporation (“Seadog” and together with Premier, the “Terminating Companies”).

RECITALS

A. Each of the Company and the Terminating Companies is a directly, wholly-owned subsidiary of Entertainment Cruises Inc., a Delaware corporation.

B. The Boards of Directors of the Terminating Companies (the “Terminating Company Boards”) and the Board of Managers of the Company (the “Company Board”) have (i) determined that it is in the best interests of their respective companies and their respective sole stockholder or sole member, as applicable, that the parties to this Agreement consummate the business combination provided for herein in which the Terminating Companies will merge with and into the Company (the “Merger”) with the Company surviving on the terms, and subject to the conditions, of this Agreement, and (ii) approved this Agreement in accordance with the Delaware Limited Liability Company Act (the “Delaware Act”), in the case of the Company, the General Corporation Law of the State of Delaware (the “DGCL”), in the case of Premier, and the Illinois Business Corporation Act of 1983 (the “Illinois Act”), in the case of Seadog.

C. The Terminating Company Boards and their respective sole stockholder have approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the DGCL, the Illinois Act, and the Articles of Incorporation or Certificate of Incorporation, as applicable, and Bylaws of each of the Terminating Companies.

D. The Company Board and the sole member of the Company have approved this Agreement and the Merger pursuant to actions taken in accordance with the requirements of the Delaware Act and the Amended and Restated Limited Liability Company Agreement of the Company.

E. The Terminating Company Boards, the Company Board, the sole stockholder of the Terminating Companies and the sole member of the Company have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Companies and the Company each agree as follows:

ARTICLE 1

THE MERGER; RELATED TRANSACTIONS

1.1 EFFECTIVE DATE. The Merger will be consummated by (a) Seadog and Premier filing articles of merger (the "Illinois Articles of Merger") with the Secretary of State of the State of Illinois in accordance with Section 11.39 of the Illinois Act and (b) the Company filing a certificate of merger (the "Delaware Certificate of Merger") with the Secretary of State of the State of Delaware in accordance with Title 6, Section 18-209 of the Delaware Act. The Merger shall be effective as of January 1, 2020 (the "Effective Date").

1.2 MERGER.

(a) On the Effective Date:

(i) the Terminating Companies will merge with and into the Company, and the Company will continue as the surviving limited liability company;

(ii) the outstanding capital stock of the Terminating Companies shall, by virtue of the Merger, be cancelled and cease to exist, without consideration;

(iii) the separate existences of the Terminating Companies will cease, and the Company will succeed, without other transfer, to all of the rights and property of each of the Terminating Companies, and will be subject to all of the debts and liabilities of each of the Terminating Companies; and

(iv) the board of managers and officers of the Company immediately prior to the Effective Date shall continue as the board of managers and officers of the Company following the Merger.

(b) On and after the Effective Date, the principal place of business of the Company shall be located at 455 N. Cityfront Plaza Drive, Suite 2600, Chicago, Illinois, 60611.

1.3 CERTIFICATE OF FORMATION AND OPERATING AGREEMENT. The certificate of formation of the Company in effect at the Effective Date will be the certificate of formation of the Company following the Merger until changed or amended as provided therein or by applicable law. The operating agreement of the Company in effect at the Effective Date will be the operating agreement of the Company following the Merger until changed or amended as provided therein or by applicable law.

**ARTICLE 2
MISCELLANEOUS**

2.1 AMENDMENT; WAIVER. At any time before the filing of the Illinois Articles of Merger and the Delaware Certificate of Merger, the Terminating Companies and the Company, to the extent permitted by the Illinois Act and the Delaware Act, by written agreement, may amend, modify or supplement any provision of this Agreement.

2.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.3 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.4 PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.


[signature page follows]

IN WITNESS WHEREOF, each of undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, as of the date first set forth above.

SPIRIT CRUISES, LLC

By: 
Name: Lauren K. Baran
Its: Chief Financial Officer and Secretary

PREMIER YACHTS, INC.

By: 
Name: Lauren K. Baran
Its: Chief Financial Officer and Secretary

SEADOG VENTURES, INC.

By: 
Name: Lauren K. Baran
Its: Chief Financial Officer and Secretary

[Signature Page to Agreement and Plan of Merger]