

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	01/07/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The JAM Brands, Inc.		12/31/2019	Corporation: KENTUCKY
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
Varsity Spirit LLC	12/31/2019	Limited Liability Company: TENNESSEE	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Varsity Spirit, LLC		
Street Address:	6745 Lenox Center Court, Sute 300		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38115-4300		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2769050	JAMFEST	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Danny M. Awdeh		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Danny M. Awdeh		
SIGNATURE:	/Danny M. Awdeh/		
DATE SIGNED:	05/11/2020		
Total Attachments: 6			

OP \$40.00 2769050

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**ARTICLES OF MERGER
OF
THE JAM BRANDS, INC. (KENTUCKY)
INTO
VARSITY SPIRIT, LLC (TENNESSEE)**

The undersigned, acting as a duly authorized officer of Varsity Spirit, LLC, a Tennessee limited liability company (the "Surviving Company"), in compliance with the Indiana Tennessee Limited Liability Company Act (the "Tennessee Act") and the Kentucky Business Corporation Act (the "Kentucky Act"), and desiring to effect a merger of The JAM Brands, Inc., a Kentucky corporation (the "Merging Corporation"), with and into the Surviving Company, hereby sets forth the following facts:

ARTICLE I
Surviving Company

- A. The name of the company surviving the merger is **Varsity Spirit, LLC**, which name has not been changed as a result of the merger.
- B. The Surviving Company is a Tennessee limited liability company, existing pursuant to the provisions of the Tennessee Act.

ARTICLE II
Merging Corporation

- A. The name of the corporation merging into the Surviving Company is **The JAM Brands, Inc.**
- B. The Merging Corporation is a Kentucky corporation existing pursuant to the provisions of the Kentucky Act organized on January 22, 1996.

ARTICLE III
Plan of Merger

The Agreement and Plan of Merger providing for the merger (the "Plan") is set forth as **Exhibit A** to these Articles of Merger.

ARTICLE IV
Effective Time

The merger shall be effective upon filing of these Articles of Merger with the Commonwealth of Kentucky and the appropriate Certificate of Merger with the State of Tennessee.

ARTICLE V
Manner of Adoption and Service of Process

A. Compliance with Legal Requirements: The Plan was duly authorized and approved by each constituent business entity in accordance with the laws applicable to such business entity. The manner of the adoption of the Plan, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Kentucky Act, the Articles of Incorporation, and the Code of By-Laws of the Merging Corporation, as well as the Tennessee Act, the Articles of Organization and Operating Agreement of the Surviving Company.

B. Service of Process. The Surviving Company agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of the Merging Corporation, as well as for enforcement of any obligation of the Surviving Company arising from the merger. The Surviving Company hereby appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding. A copy of the process shall be mailed to the Surviving Company by the Secretary of State at 6745 Lenox Center Ct Suite 300 Memphis, TN 38115-4300 USA.

IN WITNESS OF WHEREOF, the undersigned officers of the Surviving Company and the Merging Corporation execute these Articles of Merger and verify that the statements contained herein are true, this 31st day of December, 2019.

THE JAM BRANDS, INC.

VARSITY SPIRIT LLC

DocuSigned by:
By: Burton Brillhart
Printed as: Burton Brillhart
Its: Chief Legal Officer, General Counsel and Secretary

DocuSigned by:
By: Burton Brillhart
Printed as: Burton Brillhart
Its: Chief Legal Officer, General Counsel and Secretary

EXHIBIT A

PLAN OF MERGER – THE JAM BRANDS, INC. (KY) into VARSITY SPIRIT LLC (TN)

PLAN OF MERGER
OF
THE JAM BRANDS, INC.
WITH AND INTO
VARSIITY SPIRIT, LLC

This Plan of Merger (this “Plan”) is made on December 31, 2019, by VARSITY SPIRIT, LLC, a Tennessee limited liability company (the “Surviving Company”), and THE JAM BRANDS, INC., a Kentucky corporation (the “Merging Company”), in order to merge the Merging Company with and into the Surviving Company. (The Merging Company and the Surviving Company are collectively referred to herein as the “Parties”).

Article 1. RECITALS

In accordance with the applicable sections of the Tennessee Limited Liability Company Act, as amended (the “Tennessee Act”) and the Kentucky Business Corporation Act, as amended (the “Kentucky Act”), the Surviving Company and the Merging Company desire to effect a statutory merger of the Merging Company with and into the Surviving Company in the manner set forth herein (the “Merger”).

Article 2. MERGER PARTIES

Section 2.1 Merging Company. The name of the Kentucky domestic corporation proposing to merge with and into the Surviving Company is “THE JAM BRANDS, INC.”

Section 2.2 Surviving Company. The name of the Tennessee limited liability company into which the Merging Company proposes to merge is “VARSIITY SPIRIT, LLC.”

Article 3. TERMS, CONDITIONS AND EFFECTIVE TIME OF MERGER

Section 3.1 General. Upon the Effective Time (as defined in Section 3.2), the Merging Company shall merge with and into the Surviving Company, which shall survive the Merger and continue to be a limited liability company governed by the laws of the State of Tennessee, and the separate existence of the Merging Company shall cease.

Section 3.2 Effective Time. The Merger shall become effective upon the later of (i) filing of the Certificate of Merger with the Secretary of State of Tennessee and (ii) the filing of Articles of Merger with the Secretary of State of Kentucky (the “Effective Time”).

Article 4. TREATMENT OF SHARES OF THE MERGING COMPANY

Upon the Effective Time, all outstanding shares of capital stock of the Merging Company shall automatically and by operation of law be canceled and all certificates, if any, evidencing ownership of such shares shall be void and of no effect.

Article 5. EFFECT OF MERGER

Section 5.1 Articles of Organization and Operating Agreement. The Articles of Organization and the Operating Agreement of the Surviving Company shall remain the Articles

of Organization and the Operating Agreement of the Surviving Company following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions thereof. Limited liability shall, in all cases and for all purposes, be retained by the Surviving Company.

Section 5.2 Manager and Officers. On and after the Effective Time, the managers and officers of the Surviving Company in office immediately prior to the Effective Time shall continue in office as the respective managers and officers of the Surviving Company, each to hold office subject to the Surviving Company's Articles of Organization, the Surviving Company's Operating Agreement and the Act.

Section 5.3 Succession of Rights. From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Parties; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Parties shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or instrument; and the title to any real estate or any interest therein, vested by deed or otherwise, in either of the Parties, shall not revert or be in any way impaired by reason of the Merger.

Section 5.4 Succession of Liabilities. From and after the Effective Time, all of the rights of creditors and all liens (if any) upon the property of either of the Parties shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "**Obligations**") of each of the Parties shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Parties may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Merging Company in such action or proceeding.

Section 5.5 Company Acts. From and after the Effective Time, all company acts, plans, policies, arrangements, approvals and authorizations (collectively, "**Company Acts**") of the Merging Company, and its shareholders, directors, officers, employees and agents, that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Company Acts of the Surviving Company.

Section 5.6 Further Documents. If at any time prior to the Effective Time, the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Company or otherwise to carry out the purposes of the Merger, the proper officers of the Merging Company shall execute and make all such proper assignments or assurances and take such other actions; and, following the Effective Time the proper officers of the Surviving Company are hereby authorized, in the name and on behalf of the Merging Company or otherwise, to do any of the foregoing.

Article 6. APPROVAL OF MERGER AND TERMINATION

Section 6.1 Company Approval. This Plan has been fully and duly approved by the Surviving Company's sole member and board of managers, and the Merging Company's sole shareholder (which is the Surviving Company) and board of directors, all in accordance with the Tennessee Act and the Kentucky Act.

Section 6.2 Termination. At any time prior to the Effective Time, this Plan may be abandoned by the Surviving Company. In the event of such abandonment, this Plan shall become void, and neither the Surviving Company's nor any of the Merging Company's members, managers, shareholders, directors or officers shall be liable in respect to such abandonment.