

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595016

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	08/16/2018
RESUBMIT DOCUMENT ID:	900564993

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TapInfluence, Inc.		08/16/2018	Corporation: DELAWARE

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Izea Worldwide, Inc.	08/16/2018	Corporation: NEVADA

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	IZEA Worldwide, Inc.
Street Address:	501 N. Orlando Ave.
Internal Address:	Suite 313, PMB 247
City:	Winter Park
State/Country:	FLORIDA
Postal Code:	32789
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5202725	TAPFIRE
Registration Number:	5225878	TAPINFLUENCE
Registration Number:	5202708	TAPINFLUENCE
Registration Number:	5225879	TAPINFLUENCE
Registration Number:	5202709	TAPINFLUENCE

CORRESPONDENCE DATA

Fax Number: 4076453200

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.

Phone: 407-970-7773

Email: ldavis@firstiniplaw.com

Correspondent Name: Beusse Sanks, PLLC

Address Line 1: 157 E. New England Ave.

TRADEMARK

Address Line 2: Suite 375
Address Line 4: Winter Park, FLORIDA 32789

ATTORNEY DOCKET NUMBER: 15142-058

NAME OF SUBMITTER: Terry M. Sanks

SIGNATURE: /Terry M. Sanks/

DATE SIGNED: 08/31/2020

Total Attachments: 36

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**COMPANY DISCLOSURE SCHEDULE TO THE
AGREEMENT AND PLAN OF MERGER**

This Disclosure Schedule (this “**Disclosure Schedule**”) is being delivered pursuant to that certain Agreement and Plan of Merger (the “**Agreement**”) entered into as of July 11, 2018, among IZEA, Inc., a Nevada corporation (“**Buyer**”), IZEA Merger Sub, Inc., a Delaware corporation, TapInfluence, Inc., a Delaware corporation (the “**Company**”), certain stockholders of the Company (“**Designated Stockholders**”), and Shareholder Representative Services LLC as Stockholders’ Representative and constitutes the “Company Disclosure Schedule defined in the Agreement. Capitalized terms used in this Disclosure Schedule but not defined shall have the meanings ascribed to such terms in the Agreement.

This Disclosure Schedule consists of individual schedules containing disclosures that are made in connection with and pursuant to the Agreement. Any disclosure made in this Disclosure Schedule shall constitute (a) an exception to particular representations, warranties, or covenants of the Company or the Designated Stockholders, as applicable, in the Agreement, or (b) a description or list of equity securities, assets, Liabilities, and other items referred to in particular representations, warranties, or covenants of the Company, the Designated Stockholders, or the Stockholders’ Representative, as applicable, in the Agreement. Inclusion of any item in this Disclosure Schedule shall not constitute an admission that a violation, right of termination, default, liability, or other obligation of any kind exists with respect to such item, but rather is intended only to qualify the representations and warranties, covenants or agreements of the Company and Designated Stockholders contained in the Agreement. The inclusion of any item in this Disclosure Schedule shall not be deemed an admission that such item is a material fact, event, or circumstance or that such item has had or would be reasonably likely to have a material adverse effect on the Company, the Designated Stockholders, or the Stockholders’ Representative, individually or in the aggregate.



The disclosure in any section or subsection of the Disclosure Schedule corresponding to any section or subsection of Article II of the Agreement shall qualify other sections and subsections in Article II or Article III of the Agreement to the extent it is reasonably apparent on the face of such disclosure that it qualifies such other section or subsection. Any appendices or exhibits attached to this Disclosure Schedule, if any, form an integral part of the sections or subsections of this Disclosure Schedule into which they are incorporated by reference for all purposes as if fully set forth in this Disclosure Schedule, including for purposes of cross-application to other sections or subsections of this Disclosure Schedule to the extent that it is reasonably apparent such appendices or exhibits apply to such other sections or subsections of this Disclosure Schedule.

Matters set forth in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in this Disclosure Schedule. Such additional matters are set forth for informational purposes, and this Disclosure Schedule does not necessarily include other matters of a similar nature. In no event shall the listing of such matters in this Disclosure Schedule be deemed or interpreted to broaden or otherwise amplify the representations and warranties, covenants or agreements of the Company, the Designated Stockholders, or the Stockholders’ Representative contained in the Agreement, and nothing in

**Section 2.15(b)
Owned Intellectual Property**

(i) None

(ii) Trademarks

Mark	Serial/Reg. Number	Filing/Reg. Date	Class	Country of Filing	Status
TAPFIRE®	Reg. No. 5,202,725	Reg. Date 5/16/2017	42	United States	Declarations of Use and Incontestability due: 5/16/2023
TAPFUSION™	Serial No. 86/864,568	Filing Date 1/4/2016	42	United States	Statement of Use or Third Extension Request due: 11/23/2018
TAPINFLUENCE®	Reg. No. 5,225,878	Reg. Date 6/20/2017	35	United States	Declarations of Use and Incontestability due: 6/20/2023
TAPINFLUENCE®	Reg. No. 5,202,708	Reg. Date 5/16/2017	42	United States	Declarations of Use and Incontestability due: 5/16/2023
TAPINFLUENCE and design  ®	Reg. No. 5,225,879	Reg. Date 6/20/2017	35	United States	Declarations of Use and Incontestability due: 6/20/2023
TAPINFLUENCE and design  ®	Reg. No. 5,202,709	Reg. Date 5/16/2017	42	United States	Declarations of Use and Incontestability due: 5/16/2023

(iii) None.

(iv) Internet Domain Names

-
- tapinfluence.com
- tapinfluence.io
- tap.fit
- kholidayrollicall.com
- tap-exchange.co
- tap-exchange.com
- tap-fire.com
- tap-fire.info
- tap-fire.net
- tap-fire.org
- tap-fusion.co
- tap-fusion.com
- tap-xchange.co
- tap-xchange.com

AGREEMENT AND PLAN OF MERGER

dated as of July 11, 2018

by and among

IZEA, INC., a Nevada corporation,

IZEA MERGER SUB, INC., a Delaware corporation,

TAPINFLUENCE, INC., a Delaware corporation

CERTAIN STOCKHOLDERS OF TAPINFLUENCE, INC.

and

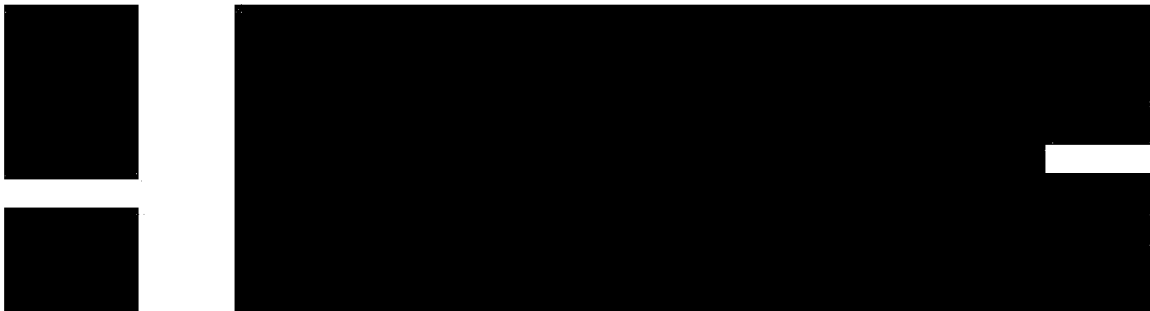
SHAREHOLDER REPRESENTATIVE SERVICES LLC,

AS THE STOCKHOLDERS' REPRESENTATIVE

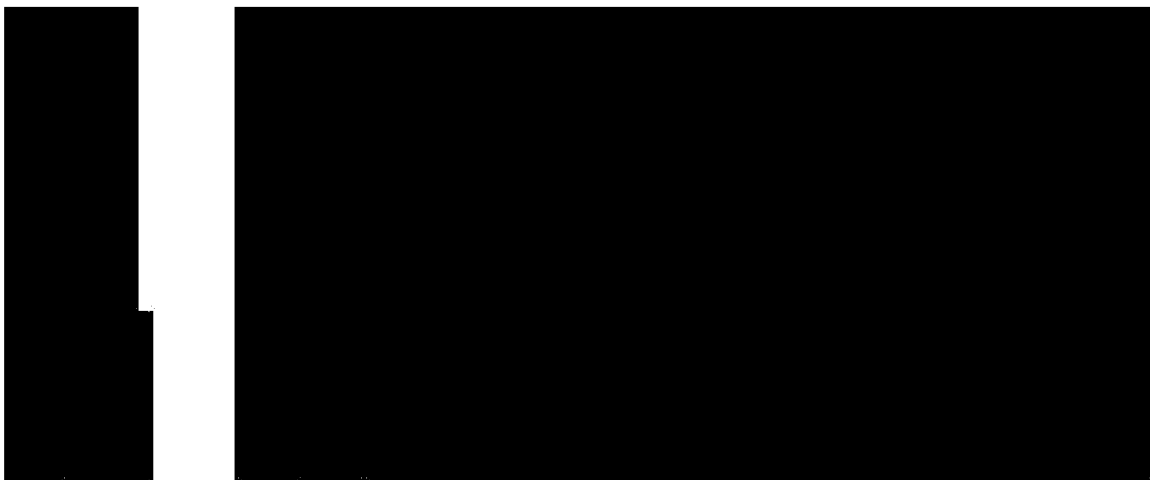
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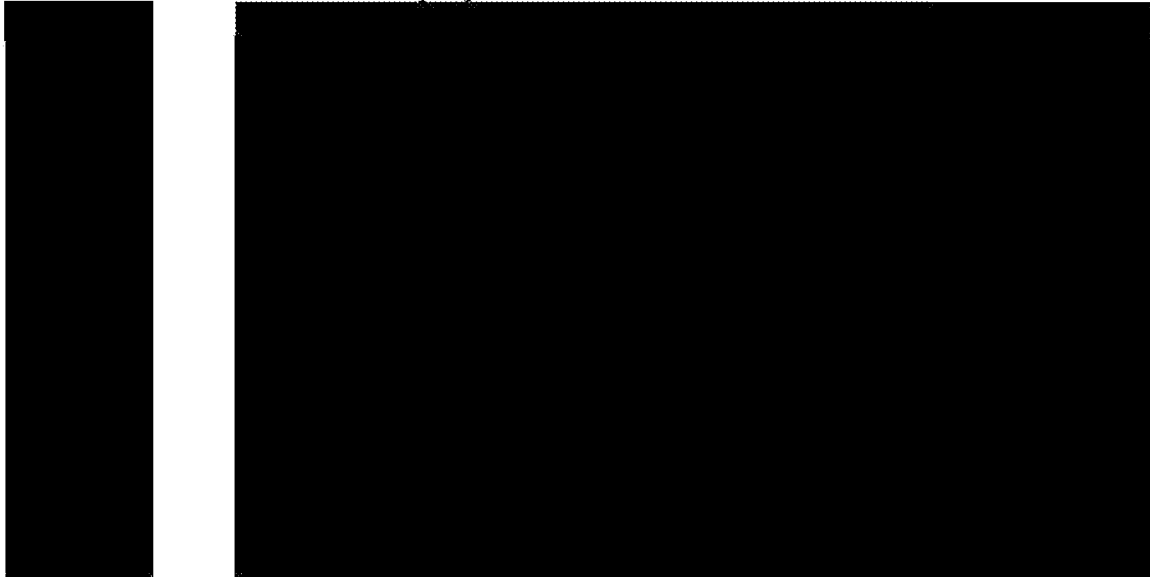
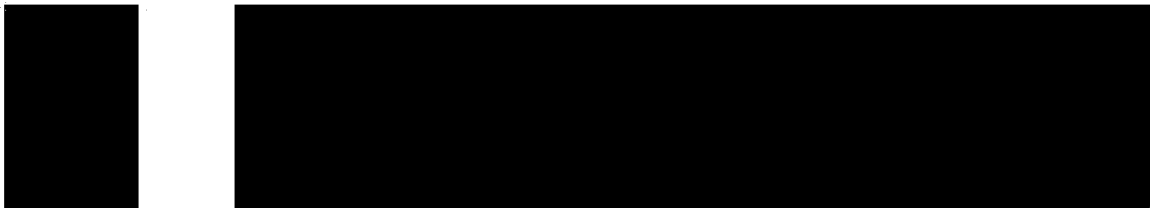


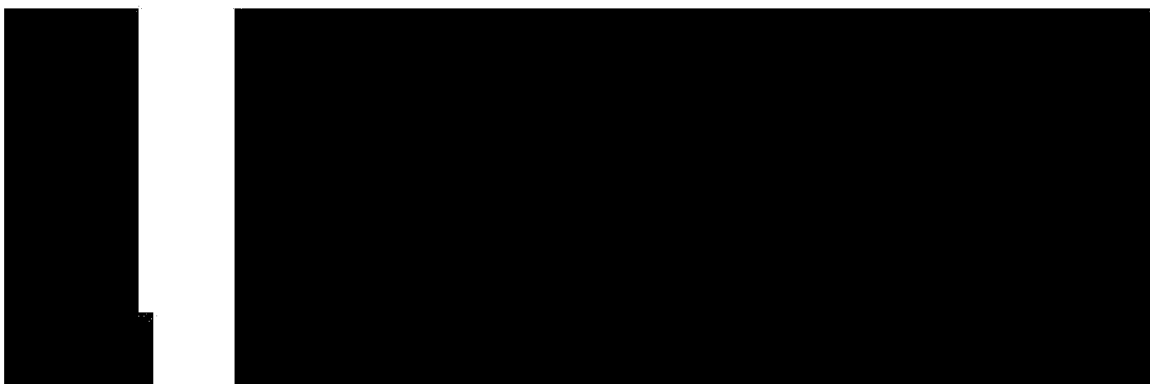
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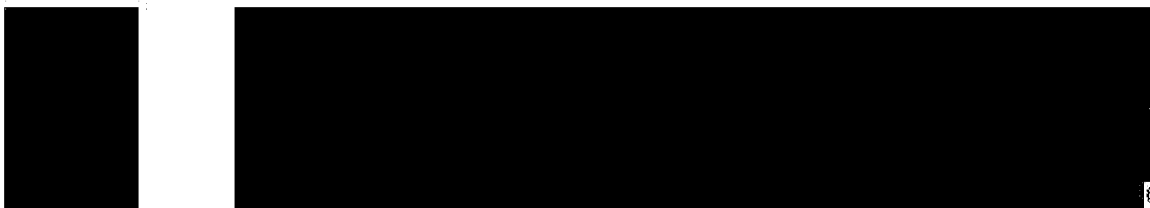
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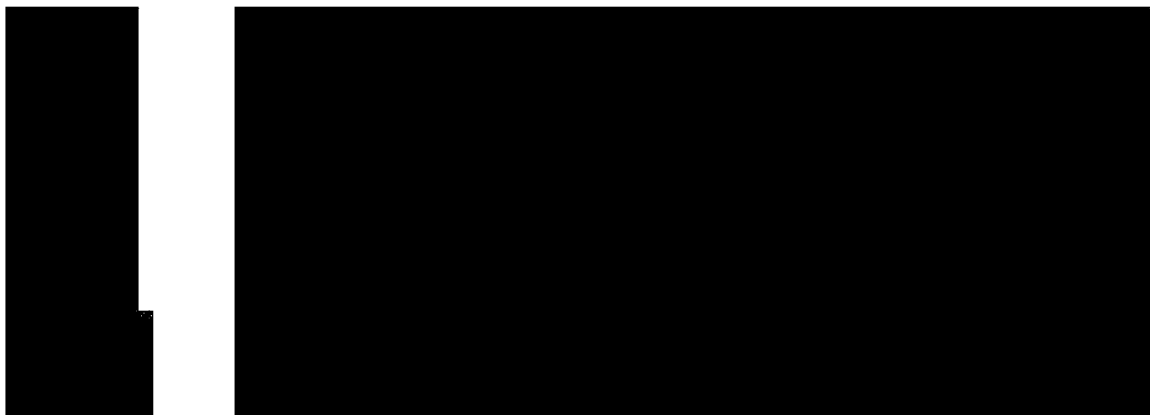
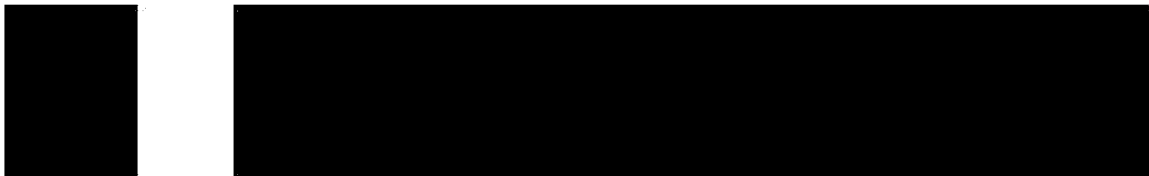


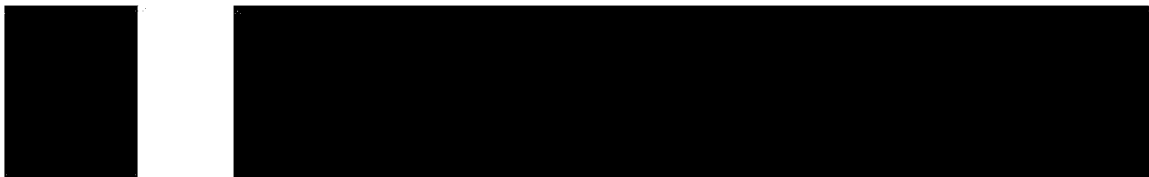
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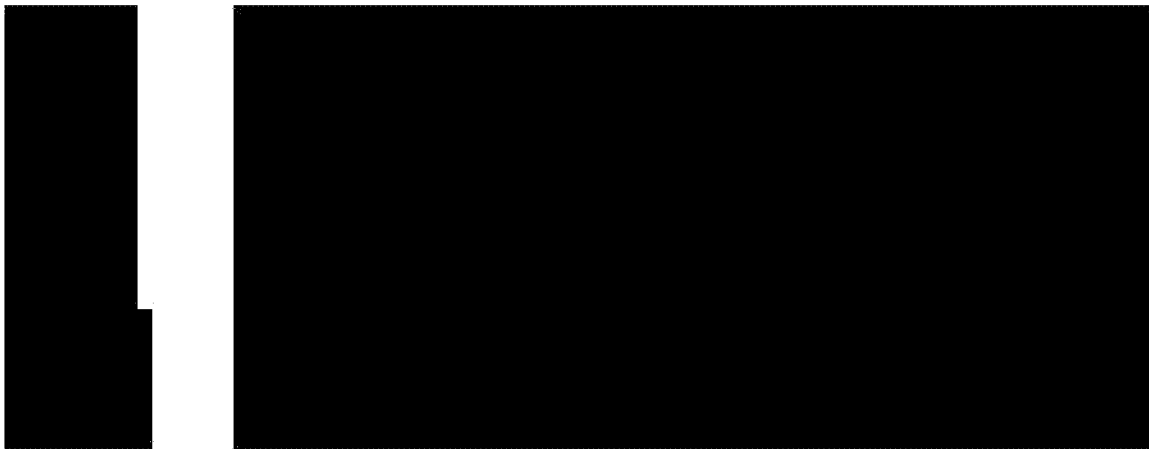
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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE STOCKHOLDERS

Except as set forth in the Company's disclosure schedule provided herewith (the "*Company Disclosure Schedule*"), the Company hereby represents and warrants to Parent and Merger Sub, as of the date hereof, except to the extent certain representations and warranties are limited to a certain date set forth in the applicable section, as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 2.15 Intellectual Property.

(a) Section 2.15(a) of the Company Disclosure Schedule identifies all Intellectual Property used in the business of the Company that is licensed by the Company from a third party, other than (i) widely available, commercial off-the-shelf third-party Software licensed to the Company on a non-exclusive basis, (ii) Intellectual Property licensed to the Company under a license requiring payments by Company of less than \$25,000 per year, or (iii) any open source Software licensed to the Company (collectively, (i), (ii) and (iii) are referred to as the "*Licensed Intellectual Property*"). Each of the licenses to which the Company is a party related to the Licensed Intellectual Property constitutes the valid, legally binding and enforceable obligation of the Company and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by applicable Bankruptcy and Equity Principles. The Company is not, and, to the Knowledge of the Company, no other party thereto is, in breach or default in any material respect of any such license or sublicense relating to any Licensed Intellectual Property, and each such license and sublicense is in full force and effect.

(b) All Intellectual Property owned by the Company is referred to as the "*Owned Intellectual Property*" and, together with the Licensed Intellectual Property, the "*Company Intellectual Property.*" Section 2.15(b) of the Company Disclosure Schedule identifies all of the following Owned Intellectual Property: (i) Patents and applications therefor, the number, issue date, title and priority information for each country in which any such Patent has been issued, or the application number, date of filing, title and priority information for each country in which any such Patent application is pending; (ii) registered Trademarks (excluding Internet domain names) and applications for, the registration of

Trademarks, the registration number and registration date, or the application number and application date related thereto (and, if applicable, the class of goods or the description of the goods or services covered thereby), and the countries of filing; (iii) registered Copyrights and applications for registration of Copyrights, the registration number and registration date, or the application number and application date, related thereto, and the countries of filing; (iv) registered Internet domain names and (v) Social Media Accounts. All of the registrations which are set forth in Section 2.15(b) of the Company Disclosure Schedule are valid and in full force and effect and all of the applications which are set forth in Section 2.15(b) of the Company Disclosure Schedule are valid and subsisting. All filings for the Owned Intellectual Property are in good standing and all assignments and licenses with respect thereto which are subject to recordation have been properly recorded.

(c) The Company owns and has good and valid title to the Owned Intellectual Property owned by it, and possesses legally enforceable rights to use the Licensed Intellectual Property licensed by it, in each case free and clear of all Encumbrances other than Permitted Encumbrances. The Company Intellectual Property, together with all other Intellectual Property licensed by the Company from a third party, constitutes all the Intellectual Property necessary to enable the Company to conduct its business as such business is currently being conducted without any known infringement, misappropriation, or unlawful use by the Company of any Intellectual Property owned by any third party. None of the execution or delivery of any of the Transaction Documents by the Company, the performance by the Company of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Company will result in the release or disclosure of any Company Intellectual Property not already released or disclosed, or in the grant, assignment or transfer to any other Person of any license or other right to any Company Intellectual Property, or in the termination or modification of (or right to terminate or modify) any Company Intellectual Property.

(d) Section 2.15(d) of the Company Disclosure Schedule identifies each Contract pursuant to which any Person has been granted any license by the Company under, or otherwise has received or acquired from, the Company any right (whether or not currently exercisable) or interest in, including the right to use, any Owned Intellectual Property, other than license, subscription, and service agreements entered into with customers in the ordinary course of business.

(e) The Company has taken commercially reasonable steps to maintain the confidentiality of its confidential or proprietary Company Intellectual Property and to protect the full value of the Owned Intellectual Property.

(f) No current or former Stockholder, officer, director, consultant, employee or vendor of the Company has any valid ownership claim, ownership right (whether or not currently exercisable) or ownership interest in or to any Owned Intellectual Property. The Company has entered into assignments or work for hire agreements with anyone who performed material services for the Company who was not an employee working within the scope of his or her employment.

(g) To the Knowledge of the Company, there is no unauthorized use, disclosure, infringement or misappropriation of any Owned Intellectual Property by any third party, including any current or former employee of the Company.

(h) The Company has not received any notice or other communication in the five (5) years preceding Closing (in writing or, to the Knowledge of the Company otherwise) of any actual, alleged, possible or potential infringement, misappropriation or unlawful use by the Company of, and, to the Knowledge of the Company, the Company is not infringing, misappropriating or making unlawful use of, any Intellectual Property owned by any third party. There are no actions, suits or proceedings that are pending or, to the Knowledge of the Company, threatened against the Company with respect to any

infringement, misappropriation or unlawful use by the Company of any Intellectual Property owned by any third party.

(i) A complete list of the proprietary software of the Company is set forth in Section 2.15(i) of the Company Disclosure Schedule.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means all intellectual property rights arising from or in respect of the following: (i) all patents and applications therefor, including continuations, divisionals, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon (collectively, *“Patents”*), (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, slogans, Internet domain names and individual, corporate and business names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, *“Trademarks”*), (iii) copyrights and registrations and applications therefor, works of authorship and mask work rights (collectively, *“Copyrights”*), (iv) all computer programs and software (including any and all software implementations of algorithms, models and methodologies, whether in source code, object code or other form, but excluding off-the-shelf commercial or shrink-wrap software), databases and compilations (including any and all data and collections of data), and all descriptions, flow-charts and other work product used to design, plan, organize or develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, all technology supporting any of the foregoing, and all documentation, including user manuals and other training documentation, related to any of the foregoing (collectively, *“Software”*), (v) all trade secrets, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), creations, improvements and other similar materials, and all recordings, graphs, drawings, reports, analyses and other works of authorship, and other tangible embodiments of the foregoing, in any form, and all related technology, (vi) all social media account numbers and/or usernames (including, but not limited to, Facebook, Instagram, Twitter, Tumblr and LinkedIn) together with login and password information (*“Social Media Accounts”*), (vii) all

advertising and promotional materials, (ix) all other property rights, and (x) all copies and tangible embodiments thereof (in whatever form or medium).

“Intellectual Property Assignment Agreement” is defined in Section 5.6(b).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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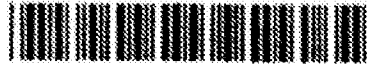
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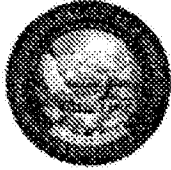
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“Licensed Intellectual Property” is defined in Section 2.15(a).

[REDACTED]



1.00105



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number 20180364111-37
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 08/16/2018 4:56 PM
	Entity Number E0127052010-3

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

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Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

IZEA WORLDWIDE, INC.	
Name of merging entity	
NEVADA	CORPORATION
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
and,	
IZEA, INC.	
Name of surviving entity	
NEVADA	CORPORATION
Jurisdiction	Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1
Revised: 1-6-15

TRADEMARK
REEL: 007025 FRAME: 0444



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 Secretary of State
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Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: _____
 c/o: _____

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

IZEA WORLDWIDE, INC.
 Name of merging entity, if applicable

 Name of merging entity, if applicable

 Name of merging entity, if applicable

 Name of merging entity, if applicable

and, or,

IZEA, INC.
 Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2
 Revised: 1-5-15



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Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

.....
 Name of merging entity, if applicable

.....
 Name of merging entity, if applicable

.....
 Name of merging entity, if applicable

.....
 Name of merging entity, if applicable

and, or:

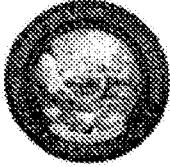
.....
 Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
 Revised: 1-5-15

TRADEMARK
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Articles of Merger
 (PURSUANT TO NRS 92A.200)
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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

.....

Name of merging entity, if applicable

.....

Name of merging entity, if applicable

.....

Name of merging entity, if applicable

.....

Name of merging entity, if applicable

and, or:

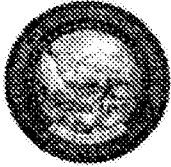
.....

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 4
 Revised: 1-8-15

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Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 5

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5) Amendments, if any, to the articles or certificates of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

Article I of the Articles of Incorporation of IZEA, INC. dated March 22, 2010, as amended, is hereby amended and restated in its entirety to read as follows:

"The name of the corporation is IZEA Worldwide, Inc. (the "Corporation")."

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached:

or

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: 08/20/2018 Time: 3:00 am

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.



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Articles of Merger
 (PURSUANT TO NRS 92A.200)
 Page 6

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

IZEA WORLDWIDE, INC.
 Name of merging entity
 X [Signature] President 8/16/18
 Signature Title Date

Name of merging entity
 X _____
 Signature Title Date

Name of merging entity
 X _____
 Signature Title Date

Name of merging entity
 X _____
 Signature Title Date

and
 IZEA, INC.
 Name of surviving entity
 X [Signature] President 8/16/18
 Signature Title Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6
 Revised: 1-5-15

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of August 16, 2018, is entered into by and between IZEA, INC., a Nevada corporation ("Surviving Entity"), and IZEA WORLDWIDE, INC., a Nevada corporation (the "Merging Entity").

WITNESSETH:

WHEREAS, the Merging Entity is a wholly-owned subsidiary of the Surviving Entity;

WHEREAS, a parent domestic corporation owning at least ninety percent of the outstanding shares of each class of stock of a subsidiary corporation entitled to vote on a merger may merge the subsidiary into itself pursuant to NRS 92A.180 without shareholder approval; and

WHEREAS, the Board of Directors of the Surviving Entity has determined that it is advisable and in the best interests of the Surviving Entity for the Merging Entity to merge with and into the Surviving Entity upon the terms and subject to the conditions provided in this Agreement and have, by resolutions duly adopted, approved this Agreement;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

CONSTITUENTS OF THE MERGER

The constituent entities of the merger contemplated by this Agreement (the "Merger") are the Surviving Entity and the Merging Entity. Each constituent entity is a Nevada corporation organized pursuant to the provisions of Chapter 78 of the Nevada Revised Statutes.

1.1 Merging Entity. The name and address of the Merging Entity are as follows:

- (i) Name: IZEA WORLDWIDE, INC.
- (ii) Address: 480 N. ORLANDO AVENUE SUITE 200,
WINTER PARK, FLORIDA 32789

1.2 Surviving Entity. The name and address of the Surviving Entity are as follows:

- (i) Name: IZEA, INC.
- (ii) Address: 480 N. ORLANDO AVENUE SUITE 200,
WINTER PARK, FLORIDA 32789

ARTICLE 2

AGREEMENT AND PLAN OF MERGER

2.1 Adoption of Plan. The Surviving Entity and the Merging Entity hereby adopt the plan of merger contemplated by this Agreement pursuant to the provisions of Chapter 92A of the Nevada Revised Statutes and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. The Merger shall be accomplished in accordance with the relevant Nevada law.

2.2 Effective Time. The parties shall cause Articles of Merger substantially in the form attached hereto as **Exhibit A** to be executed by their respective representatives and filed with the Secretary of State of the State of Nevada. The Merger shall become effective at 6:00 a.m. (EST) on August 20, 2018 (the "Effective Time").

2.3 Effect of Merger. When the Merger becomes effective:

- (i) the separate existence of the Merging Entity shall cease, and the Merging Entity shall be merged with and into the Surviving Entity;
- (ii) the Articles of Incorporation of the Surviving Entity in effect at the Effective Time shall continue as the Articles of Incorporation of the Surviving Entity *provided however* that the Articles of Incorporation of the Surviving Entity shall be amended to reflect the change of the name of the Surviving Entity to IZEA WORLDWIDE, INC.;
- (iii) the Bylaws of the Surviving Entity in effect at the Effective Time shall become the Bylaws of the Surviving Entity;
- (iv) each officer of the Surviving Entity who is a duly appointed and presently serving officer of the Surviving Entity immediately prior to the Effective Time shall automatically continue to be and serve as an officer of the Surviving Entity;
- (v) each director of the Surviving Entity who is a duly elected and presently serving director on the Board of Directors of the Surviving Entity immediately prior to the Effective Time shall automatically continue to be and serve as a director of the Surviving Entity until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Entity or the Bylaws of the Surviving Entity;
- (vi) without further transfer, act or deed, the separate existence of the Merging Entity shall cease, and the Surviving Entity shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of the Merging Entity;
- (vii) each and all of the rights, privileges, powers and franchises of the Merging Entity, and all property, real, personal and mixed, and all debts due to the Merging Entity on whatever account, and other things in action or belonging to the Merging Entity shall be vested in the Surviving Entity;
- (viii) and all property, rights, privileges, powers and franchises, and each and

every other interest of the Merging Entity shall be thereafter as effectually the property of the Surviving Entity as they were of the Merging Entity, and the title to any real estate vested by deed or otherwise in the Merging Entity shall not revert or be in any way impaired by reason of the Merger; and

(ix) all rights of creditors of the Merging Entity and all liens upon any property of the Merging Entity shall be preserved unimpaired and all debts, liabilities and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2.4 Further Assurances. The parties agree that if, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Entity title to any property or rights of the Merging Entity, the Surviving Entity and its officers may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement, in the name of the Merging Entity or otherwise.

ARTICLE 3

CONVERSION OF SHARES

3.1 Merging Entity Stock. Each share of stock in the Merging Entity issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, no longer be deemed outstanding and shall be cancelled.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 Waiver and Amendment. This Agreement may be amended only by the written consent of the Merging Entity and the Surviving Entity.

4.2 Termination. This Agreement may be terminated and the Merger and other transactions provided for by this Agreement abandoned at any time prior to the Effective Time, whether before or after adoption and approval of this Agreement by the Merging Entity and/or the Surviving Entity.

4.3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the Merger.

4.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

4.5 Headings. The article, section and paragraph headings in this Agreement are intended principally for convenience and shall not, by themselves, determine rights and obligations of the parties to this Agreement.

4.6 No Waiver. No waiver by any part of any condition, or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts entered into and to be performed wholly within the State of Nevada.


[Remainder of page intentionally left blank]

[Signature page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

"Merging Entity"

IZEA WORLDWIDE, INC.,
a Nevada corporation

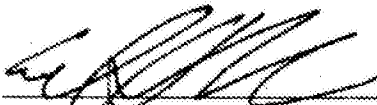
By:  _____

Print: Edward H. Murphy

Its: President

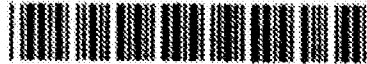
"Surviving Entity"

IZEA, INC., a Nevada corporation

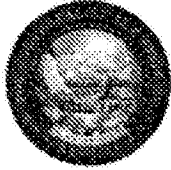
By:  _____

Print: Edward H. Murphy

Its: President & CEO



1.00105



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number 20180364111-37
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 08/16/2018 4:56 PM
	Entity Number E0127052010-3

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

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Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

IZEA WORLDWIDE, INC.	
Name of merging entity	
NEVADA	CORPORATION
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
and,	
IZEA, INC.	
Name of surviving entity	
NEVADA	CORPORATION
Jurisdiction	Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1
Revised: 1-6-15



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: _____
 c/o: _____

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

IZEA WORLDWIDE, INC.
 Name of merging entity, if applicable

 Name of merging entity, if applicable

 Name of merging entity, if applicable

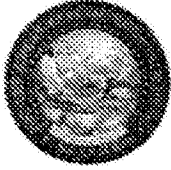
 Name of merging entity, if applicable

and, or,

IZEA, INC.
 Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2
 Revised: 1-5-15



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

.....
 Name of merging entity, if applicable

.....
 Name of merging entity, if applicable

.....
 Name of merging entity, if applicable

.....
 Name of merging entity, if applicable

and, or:

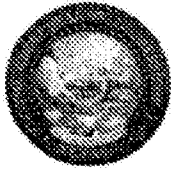
.....
 Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
 Revised: 1-5-15

TRADEMARK
REEL: 007025 FRAME: 0457



BARBARA K. CEGAVSKE
 Secretary of State
 282 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
 Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

.....

Name of merging entity, if applicable

.....

Name of merging entity, if applicable

.....

Name of merging entity, if applicable

.....

Name of merging entity, if applicable

and, or:

.....

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 4
 Revised: 1-8-15

TRADEMARK
REEL: 007025 FRAME: 0458



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 5

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5) Amendments, if any, to the articles or certificates of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

Article I of the Articles of Incorporation of IZEA, INC. dated March 22, 2010, as amended, is hereby amended and restated in its entirety to read as follows:

"The name of the corporation is IZEA Worldwide, Inc. (the "Corporation")."

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached:

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

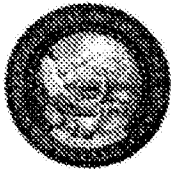
7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: 08/20/2018 Time: 3:00 am

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 5
 Revised: 1.5.15



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 6

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6) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

IZEA WORLDWIDE, INC.
 Name of merging entity
 X [Signature] President 8/16/18
 Signature Title Date

Name of merging entity
 X _____
 Signature Title Date

Name of merging entity
 X _____
 Signature Title Date

Name of merging entity
 X _____
 Signature Title Date

and,
 IZEA, INC.
 Name of surviving entity
 X [Signature] President 8/16/18
 Signature Title Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6
 Revised: 1-5-15

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of August 16, 2018, is entered into by and between IZEA, INC., a Nevada corporation ("Surviving Entity"), and IZEA WORLDWIDE, INC., a Nevada corporation (the "Merging Entity").

WITNESSETH:

WHEREAS, the Merging Entity is a wholly-owned subsidiary of the Surviving Entity;

WHEREAS, a parent domestic corporation owning at least ninety percent of the outstanding shares of each class of stock of a subsidiary corporation entitled to vote on a merger may merge the subsidiary into itself pursuant to NRS 92A.180 without shareholder approval; and

WHEREAS, the Board of Directors of the Surviving Entity has determined that it is advisable and in the best interests of the Surviving Entity for the Merging Entity to merge with and into the Surviving Entity upon the terms and subject to the conditions provided in this Agreement and have, by resolutions duly adopted, approved this Agreement;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

CONSTITUENTS OF THE MERGER

The constituent entities of the merger contemplated by this Agreement (the "Merger") are the Surviving Entity and the Merging Entity. Each constituent entity is a Nevada corporation organized pursuant to the provisions of Chapter 78 of the Nevada Revised Statutes.

1.1 Merging Entity. The name and address of the Merging Entity are as follows:

- (i) Name: IZEA WORLDWIDE, INC.
- (ii) Address: 480 N. ORLANDO AVENUE SUITE 200,
WINTER PARK, FLORIDA 32789

1.2 Surviving Entity. The name and address of the Surviving Entity are as follows:

- (i) Name: IZEA, INC.
- (ii) Address: 480 N. ORLANDO AVENUE SUITE 200,
WINTER PARK, FLORIDA 32789

ARTICLE 2

AGREEMENT AND PLAN OF MERGER

2.1 Adoption of Plan. The Surviving Entity and the Merging Entity hereby adopt the plan of merger contemplated by this Agreement pursuant to the provisions of Chapter 92A of the Nevada Revised Statutes and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. The Merger shall be accomplished in accordance with the relevant Nevada law.

2.2 Effective Time. The parties shall cause Articles of Merger substantially in the form attached hereto as **Exhibit A** to be executed by their respective representatives and filed with the Secretary of State of the State of Nevada. The Merger shall become effective at 6:00 a.m. (EST) on August 20, 2018 (the "Effective Time").

2.3 Effect of Merger. When the Merger becomes effective:

- (i) the separate existence of the Merging Entity shall cease, and the Merging Entity shall be merged with and into the Surviving Entity;
- (ii) the Articles of Incorporation of the Surviving Entity in effect at the Effective Time shall continue as the Articles of Incorporation of the Surviving Entity *provided however* that the Articles of Incorporation of the Surviving Entity shall be amended to reflect the change of the name of the Surviving Entity to IZEA WORLDWIDE, INC.;
- (iii) the Bylaws of the Surviving Entity in effect at the Effective Time shall become the Bylaws of the Surviving Entity;
- (iv) each officer of the Surviving Entity who is a duly appointed and presently serving officer of the Surviving Entity immediately prior to the Effective Time shall automatically continue to be and serve as an officer of the Surviving Entity;
- (v) each director of the Surviving Entity who is a duly elected and presently serving director on the Board of Directors of the Surviving Entity immediately prior to the Effective Time shall automatically continue to be and serve as a director of the Surviving Entity until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Entity or the Bylaws of the Surviving Entity;
- (vi) without further transfer, act or deed, the separate existence of the Merging Entity shall cease, and the Surviving Entity shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of the Merging Entity;
- (vii) each and all of the rights, privileges, powers and franchises of the Merging Entity, and all property, real, personal and mixed, and all debts due to the Merging Entity on whatever account, and other things in action or belonging to the Merging Entity shall be vested in the Surviving Entity;
- (viii) and all property, rights, privileges, powers and franchises, and each and

every other interest of the Merging Entity shall be thereafter as effectually the property of the Surviving Entity as they were of the Merging Entity, and the title to any real estate vested by deed or otherwise in the Merging Entity shall not revert or be in any way impaired by reason of the Merger; and

(ix) all rights of creditors of the Merging Entity and all liens upon any property of the Merging Entity shall be preserved unimpaired and all debts, liabilities and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2.4 Further Assurances. The parties agree that if, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Entity title to any property or rights of the Merging Entity, the Surviving Entity and its officers may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement, in the name of the Merging Entity or otherwise.

ARTICLE 3

CONVERSION OF SHARES

3.1 Merging Entity Stock. Each share of stock in the Merging Entity issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, no longer be deemed outstanding and shall be cancelled.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 Waiver and Amendment. This Agreement may be amended only by the written consent of the Merging Entity and the Surviving Entity.

4.2 Termination. This Agreement may be terminated and the Merger and other transactions provided for by this Agreement abandoned at any time prior to the Effective Time, whether before or after adoption and approval of this Agreement by the Merging Entity and/or the Surviving Entity.

4.3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the Merger.

4.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

4.5 Headings. The article, section and paragraph headings in this Agreement are intended principally for convenience and shall not, by themselves, determine rights and obligations of the parties to this Agreement.

4.6 No Waiver. No waiver by any part of any condition, or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts entered into and to be performed wholly within the State of Nevada.

[Remainder of page intentionally left blank]

[Signature page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

"Merging Entity"

IZEA WORLDWIDE, INC.,
a Nevada corporation

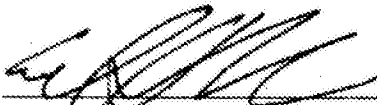
By:  _____

Print: Edward H. Murphy

Its: President

"Surviving Entity"

IZEA, INC., a Nevada corporation

By:  _____

Print: Edward H. Murphy

Its: President & CEO