

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/01/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GASPEDAL LLC		12/16/2015	Limited Liability Company: ILLINOIS

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
GasPedal Texas LLC	12/16/2015	Limited Liability Company: TEXAS

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	GasPedal LLC
Street Address:	3616 Far West Blvd
Internal Address:	Suite 500
City:	Austin
State/Country:	TEXAS
Postal Code:	78731
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2469567	GASPEDAL
Registration Number:	2935974	GASPEDAL
Registration Number:	2943504	GASPEDAL
Registration Number:	4100399	SOCIALMEDIA.ORG
Registration Number:	4100400	SOCIALMEDIA.ORG
Registration Number:	4288230	WORDOFMOUTH.ORG
Registration Number:	4443409	WORD OF MOUTH .ORG

CORRESPONDENCE DATA

Fax Number:

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: 5124825242

Email: tmcentral@pirkeybarber.com

TRADEMARK

Correspondent Name: Steven M. Espenshade
Address Line 1: 1801 East 6th Street, Suite 300
Address Line 4: Austin, TEXAS 78702

ATTORNEY DOCKET NUMBER: GASP001

NAME OF SUBMITTER: Frances Lau

SIGNATURE: /fcl/

DATE SIGNED: 09/01/2020

Total Attachments: 12

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source=GasPedal LLC and GasPedal Texas LLC Certificate of Merger#page8.tif
source=GasPedal LLC and GasPedal Texas LLC Certificate of Merger#page9.tif
source=GasPedal Texas LLC Certificate of Amendment to GasPedal LLC#page1.tif
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DEC 29 2015

CERTIFICATE OF MERGER

of

Corporations Section

GASPEDAL LLC, an Illinois limited liability company

into

GASPEDAL TEXAS LLC, a Texas limited liability company

Pursuant to Section 10.151 of the Texas Business Organizations Code (the "Code"), **GASPEDAL TEXAS LLC**, a Texas limited liability company, as the "Surviving Business Entity," and pursuant to § 37-20 of the Illinois Limited Liability Company Act (the "Act"), **GASPEDAL LLC**, a Illinois limited liability company, hereby certify as follows:

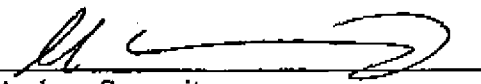
1. **Constituents:** The constituent limited liability companies to the merger are:
 - (a) **GASPEDAL LLC, a Illinois limited liability company**, originally formed by the Articles of Organization filed with the Secretary of State of Illinois on March 13, 2006, Illinois Secretary of State No. 01794043 (the "Merging LLC"), which is to be merged into the Surviving Business Entity; and
 - (b) **GASPEDAL TEXAS LLC, a Texas limited liability company**, formed by the Certificate of Formation filed with the Texas Secretary of State on December 16, 2015, (the "Surviving Business Entity").
2. **Approvals:** A Merger Agreement setting forth the plan of merger of the Merging LLC into the Surviving Business Entity has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of the Act and of the Code, respectively and in accordance with each parties governing documents. The Surviving Business Entity shall be fully liable for the payment of the required Texas franchise taxes of the Merging LLC.
3. **Name:** The Surviving Business Entity is **GASPEDAL TEXAS LLC**, a Texas limited liability company.
4. **Certificate:** The Certificate of Formation of **GASPEDAL TEXAS LLC**, a Texas limited liability company, as filed with the Texas Secretary of State on December 16, 2015 shall be the Surviving Business Entity's Certificate of Formation.
5. **Merger Agreement:** A signed original of the Merger Agreement and plan of merger set forth therein is on file at the principal place of business of the Surviving Business Entity, **GASPEDAL TEXAS LLC**, 3616 Far West Blvd, Suite 500, Austin, Texas 78731.
6. **Copies on Request.** A copy of the Merger Agreement and plan of merger set forth therein will be furnished by the Surviving Business Entity on request, and without cost, to any member of either of the constituent limited liability companies.
7. **Effective Time:** Pursuant to the Merger Agreement and plan of merger, and in accordance with the Act and the Code, the merger shall be effective on January 1, 2016, at 12:01 a.m.

TRADEMARK

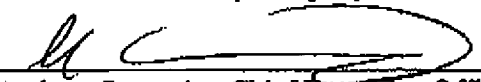
REEL: 007041 FRAME: 0578

Dated as of the 16 day of December, 2015.

The "Surviving Business Entity"
GASPEDAL TEXAS LLC,
a Texas limited liability company

By 
Andrew Sernovitz,
Chief Executive Officer

The "Merging Company"
GASPEDAL LLC,
a Illinois limited liability company

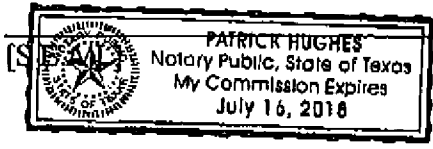
By 
Andrew Sernovitz, Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this 16th day of December, 2015, by **Andrew Sernovitz**, as Chief Executive Officer of GasPedal LLC, an Illinois limited liability company, on behalf of the company.

My commission expires: 07/16/2018



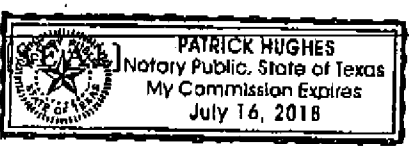
(PH)
[Signature]
Notary Public
Printed Name: Patrick Hughes
Commission No. 07 12988767-5
(PH)

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this 16th day of December, 2015, by **Andrew Sernovitz**, as Chief Executive Officer of GasPedal Texas LLC, a Texas limited liability company, on behalf of the company.

My commission expires: 07/16/2018



[Signature]
Notary Public
Printed Name: Patrick Hughes
Commission No. 12988767-5

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of December 1, 2015 by and between GASPEDAL TEXAS LLC, a Texas limited liability company, ("Acquiror"), and GASPEDAL LLC, a Illinois limited liability company (the "Company").

WHEREAS, the respective Managers of the Acquiror and the Company (collectively, the "Parties") have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Acquiror, the Company and the members of each limited liability company;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Illinois Limited Liability Company Act (the "LLC Act"), will merge with and into the Acquiror, with the Acquiror as the Surviving Limited Liability Company (the "Merger");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

1.1 "Agreement" means this Agreement and Plan of Merger.

1.2 "LLC Act" means the Illinois Limited Liability Company Act (805 ILCS 180/1-1 et seq.), as amended.

1.3 "Effective Time" means January 1, 2016.

Any other terms defined herein shall have the meaning given to them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and under in accordance with Chapter 37-20, et seq, of the LLC Act, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving limited liability company (the "Surviving Limited Liability Company"). The effects and consequences of the Merger shall be as set forth in this Agreement and the LLC Act.

2.2 Organizational Documents. The company agreement of the Acquiror in effect at the Effective Time shall be the company agreement of the Surviving Limited Liability Company until thereafter amended as provided therein, and the certificate of formation of the Acquiror in effect at the Effective Time shall be the certificate of formation of the Surviving Limited Liability Company until thereafter amended as provided therein.

2.3 Managers and Officers. The managers and officers of the Acquiror immediately prior to the Effective Time shall be the managers and officers of the Surviving Limited Liability Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of formation and company agreement of the Surviving Limited Liability Company or as otherwise provided.

2.4 Member Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the members of each of the Parties.

ARTICLE III: CONVERSION OF UNITS

3.1 Conversion of Units.

At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the holders of units of membership interests of the Company:

(a) Each unit of membership interest of the Company, ("Units"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable unit of membership unit of the Acquiror ("Acquiror Units");

The Acquiror will take any necessary administrative actions, including, but not limited to, making any updates to its unit ledger, issuing certificates, making payments, or any other actions reasonably necessary to implement the transactions contemplated by this provision and the Agreement.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest, and all debts and other obligations of or

belonging to or due to each of the Company on whatever account shall be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of this Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.4 Membership Interest Unit Certificates. Upon surrender by the members of the Company of the certificate or certificates, if any, (the "Certificates") that immediately prior to the Effective Time evidenced outstanding units of membership interests to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more units of Acquiror Membership Interests representing, in the aggregate, the whole number of units that such holder has the right to receive pursuant to Section 3.1 after taking into account all units of Company Membership Interests then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive units of Acquiror Membership Interests pursuant to Section 3.1, and until such surrender or exchange, no such units of Acquiror Membership Interests shall be delivered to the holder of such outstanding Certificate in respect thereof.

ARTICLE IV: OTHER PROVISIONS

4.1 Confidentiality. The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the "Confidential Information"). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.

4.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

If to the Acquiror, to:

GasPedal Texas LLC

3616 Far West Blvd, Suite 500
Austin, Texas 78731
Attn: Andy Sernovitz, CEO

If to the Company, to:

GasPedal LLC
3616 Far West Blvd, Suite 500
Austin, Texas 78731
Attn: Andy Sernovitz, CEO

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.3 Entire Agreement. This Agreement together with the articles of merger constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.4 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4.5 Tax-Free Reorganization. This Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 351, 355 and 368(a) of the Code.

4.6 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.8 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions

contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.9 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

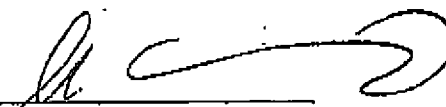
4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the date first written above.

ACQUIROR:

GASPEDAL TEXAS LLC
a Texas limited liability company

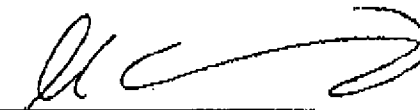
By: 

Name: Andrew Sernovitz

Title: Chief Executive Officer and Manager

COMPANY:

GASPEDAL LLC
a Illinois limited liability company

By: 

Name: Andrew Sernovitz

Title: Chief Executive Officer and Manager

Form 424
(Revised 05/11)
 Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
 In the Office of the
 Secretary of State of Texas

DEC 29 2015

Corporations Section

Entity Information

The name of the filing entity is:

GasPedal Texas LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 802351168

The date of formation of the entity is: December 16, 2015

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

GasPedal LLC

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
		TX	

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

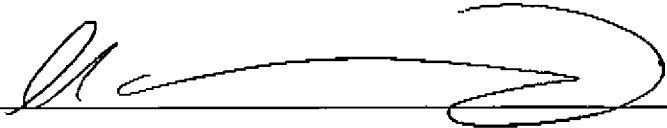
Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: January 1, 2016
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: December 21, 2015

By: 

Signature of authorized person

Andrew Sernovitz, Manager

Printed or typed name of authorized person (see instructions)