

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695056

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor name. There is a comma missing between Distributors and Inc. previously recorded on Reel 007507 Frame 0273. Assignor(s) hereby confirms the correct punctuation of the company name is Tarheel Distributors, Inc..		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TARHEEL DISTRIBUTORS, INC.		08/10/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ICB, L.L.C.		
Street Address:	5808 LONG CREEK PARK DRIVE		
Internal Address:	SUITE Q		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28269		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5599114	TARHEEL DISTRIBUTORS INC.	
Registration Number:	5625723	TD	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<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:	2166212234		
Email:	cplacko@tarolli.com		
Correspondent Name:	George L. Pinchak, Esq.		
Address Line 1:	Tarolli, Sundheim, Covell & Tummino LLP		
Address Line 2:	1300 East Ninth St. #1700		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	George L. Pinchak		
SIGNATURE:	/George L. Pinchak/		
DATE SIGNED:	12/15/2021		
Total Attachments: 15			

OP \$65.00 5599114

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/10/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tarheel Distributors Inc.		08/10/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ICB, L.L.C.		
Street Address:	5808 Long Creek Park Drive		
Internal Address:	Suite Q		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28269		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5599114	TARHEEL DISTRIBUTORS INC.	
Registration Number:	5625723	TD	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<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:	216-621-2234		
Email:	cplacko@tarolli.com		
Correspondent Name:	George L. Pinchak, Esq.		
Address Line 1:	Tarolli, Sundheim, Covell & Tummino LLP		
Address Line 2:	1300 East Ninth Street, Suite 1700		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	George L. Pinchak		
SIGNATURE:	/George L. Pinchak/		
DATE SIGNED:	11/26/2021		
Total Attachments: 10 source=DocumentB#page1.tif			

OP \$65.00 5599114



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

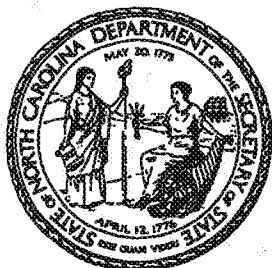
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

ICB, L.L.C.

the original of which was filed in this office on the 10th day of August, 2021.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 10th day of August, 2021.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55-11-12, 55A-11-09(d), 55A-11-04, 57D-9-42, 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is ICB, L.L.C., a (check one)
 corporation, nonprofit corporation, professional corporation, limited liability company,
 limited partnership, partnership, limited liability partnership organized under the laws of
South Carolina (state or country).

2. The address of the surviving entity is:

Street Address: 5808-O Long Creek Park Drive City: Charlotte
State: North Carolina Zip Code: 28269 County: Mecklenburg

(a) (Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is:

Street Address: N/A City: N/A
State: N/A Zip Code: N/A County: N/A

The Surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. For each merging entity: (if more than one, complete on separate sheet and attach.)

The name of the merged entity is Tarheel Distributors, Inc., a (check one)
 corporation, nonprofit corporation, professional corporation, limited liability company,
 limited partnership, partnership, limited liability partnership organized under the laws of
North Carolina (state or country).

The mailing address of each merging entity is: (if more than one, complete on separate sheet and attach)

Street Address: PO Box 4539 City: Sanford
State: North Carolina Zip Code: 27331 County: Lee County

4. If the surviving business entity is a domestic business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.

5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.

Provide the information in Items 6 and 7 below for a merger between a parent unincorporated entity and a subsidiary corporation or corporations. (§55-11-12)

6. The terms and conditions of the merger are attached. (§55-11-12 mergers only)
7. Information concerning the manner and basis of converting the interests in each merging business entity into interests, obligations, or securities of the surviving business entity, or into cash or other property in whole or in part, or of cancelling the interests is attached. (§55-11-12 mergers only)
8. These articles will be effective upon filing unless a delayed date and/or time is specified _____.

This the 9th day of August, 2021.

ICB, L.L.C.

ICB, L.L.C.
Name of Entity
Kyle R. Stoffe
Signature
KYLE R. STOFFE
Type or Print Name and Title
Authorized Person

NOTES:

1. Filing fee is \$50 for For-profit entities.
2. Filing fee is \$25 when the surviving business entity is a Non-profit corporation.
3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

BUSINESS REGISTRATION DIVISION
(Revised October, 2018)

P. O. BOX 29622

RALEIGH, NC 27626-0622
(Form BE-15)

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER - LIMITED LIABILITY COMPANY

Pursuant to Section 33-44-905 of the 1976 S.C. Code of Laws, as amended, the undersigned as the surviving limited liability company (or other surviving entity), delivers to the Secretary of State these articles of merger executed by each constituent limited liability company and each other entity which is a party to the merger, and sets forth the following information:

1. The name of the surviving or resulting limited liability company (or other surviving entity) is:

ICB, L.L.C.

The address of the surviving or resulting limited liability company (or other surviving entity) is:

5808-Q Long Creek Park Drive

(Street Address)

Charlotte, NC 28269

(City, State, Zip Code)

Jurisdiction of Formation: South Carolina

The surviving entity is a Limited Liability Company or a: n/a

(Type of Entity)

Date its initial articles were filed in jurisdiction: 2/19/2002

If a foreign entity, the date when an application for authority was filed by the South Carolina Secretary of State or,

if an application has not been filed, a statement to that effect.: n/a

2. If a South Carolina limited liability company is the surviving entity, specify in the following space such changes in its articles of organization as are necessary by reason of the merger. (Note: Changes to the name of the entity or the Registered Agent must be filed on the appropriate forms.)

N/A

3. For a South Carolina Limited Liability Company or entity (other than the surviving entity), state the date the articles of formation were filed with the South Carolina Secretary of State.

Name of South Carolina entity:

N/A

Date its articles of organization were filed: N/A

ICB, L.L.C.

Name of Limited Liability Company

4. If a party to the merger (other than the surviving entity) is a foreign entity, specify the jurisdiction and filing date of its initial organizational documents and the date when its application for authority was filed by the South Carolina Secretary of State or, if an application has not been filed, a statement to that effect.

Name of foreign entity

Tarheel Distributors, Inc.

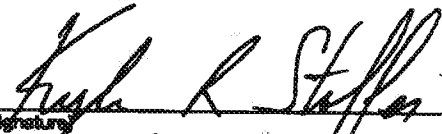
Date its initial articles were filed: 10/3/1984

Date of filing of application for authority (or statement): An application for authority has not been filed.

Jurisdiction of Formation: North Carolina

5. The plan of merger has been approved and signed by each limited liability company and any other entity that is to merge.
6. The effective date of merger is: August 10, 2021
7. Check this box if the surviving entity is not a South Carolina limited liability company. Since the surviving entity is not a South Carolina limited liability company, it is agreed that the surviving entity (as specified in Item #1), may be served with process in South Carolina and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of any limited liability company previously subject to suit in South Carolina which is to merge, and for the enforcement, as provided in Chapter 44 of title 33, 1976 South Carolina Code of Laws, as amended, of the right of members of any limited liability company to receive payment for their interest against the surviving entity.
8. A copy of the plan of merger will be furnished by the surviving limited liability company (or other surviving entity), on request and without cost, to any member of any limited liability company or any person holding an interest in any other entity that is to merge.

The articles of merger must be signed on behalf of each entity that is a party to the merger.


(Signature)

KYLE R. STOTTER
(Print Name)

CFO
(Capacity)

Date: 11/27/21

Name of Company or Entity:

ICB, L.L.C.

ICB, LLC.

Name of Limited Liability Company

Kyle R. Stoffel
(Signature)

KYLE R. STOFFEL
(Print Name)

CEO
(Capacity) Date: 07/27/21

Name of Company or Entity:
Tarheel Distributors, Inc.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of August 9, 2021, by and between ICB, L.L.C., a South Carolina limited liability company (the "Surviving Company"), and TARHEEL DISTRIBUTORS, INC, a North Carolina corporation (the "Merged Entity").

WHEREAS, the sole shareholder and the board of directors of the Merged Entity and the sole member of the Surviving Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and in the best interests of, such entity; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merged Entity will merge with and into the Surviving Company in accordance with the South Carolina Uniform Limited Liability Act of 1996 (the "South Carolina Act") and the North Carolina Business Corporation Act (the "North Carolina Act").

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:

Section 1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the South Carolina Act and the North Carolina Act, the Merged Entity shall be merged with and into the Surviving Company at the Effective Date (as hereinafter defined) (the "Merger"). Following the Effective Date, the separate existence of the Merged Entity shall cease, and the Surviving Company shall continue as the surviving entity.

Section 2. Effective Dates.

2.1 Subject to the provisions of this Agreement, the Surviving Company and the Merged Entity shall duly file, or cause to be filed, executed articles of merger complying with the South Carolina Act and the North Carolina Act with the Secretaries of State of the States of South Carolina and North Carolina with respect to the Merger (the "Articles of Merger"). As provided in the Articles of Merger, the Merger shall become effective as prescribed by law (the "Effective Date").

2.2 The effects and consequences of the Merger shall be as set forth in this Agreement, the South Carolina Act and the North Carolina Act.

Section 3. Name of Surviving Company; Principal Place of Business; Organizational Documents. The name of the Surviving Company as of the Effective Date will be "ICB, L.L.C.". The principal place of business of the Surviving Company as of the Effective Date will be: 5808-Q Long Creek Park Drive, Charlotte, NC 28269. The limited liability company agreement of the Surviving Company in effect at the Effective Date shall be the limited liability company agreement of the Surviving Company until thereafter amended as provided therein or by the South Carolina Act, and the certificate of formation of the Surviving Company in effect at the Effective Date, shall

be the certificate of formation of the Surviving Company until thereafter amended as provided therein or by the South Carolina Act.

Section 4. Officers. The officers of the Surviving Company immediately prior to the Effective Date shall be the officers of the Surviving Company from and after the Effective Date, and they shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of formation and limited liability company agreement of the Surviving Company or as otherwise provided by the South Carolina Act.

Section 5. Cancellation of Capital Stock. At the Effective Date, by virtue of the Merger and without any further action on the part of any holder of capital stock of the Merged Entity or any holder of membership interests of the Surviving Company, all of the capital stock of the Merged Entity shall be cancelled; and all of membership interests of the Surviving Company shall remain unchanged and outstanding.

Section 6. Submission to Service of Process. The Surviving Company agrees that it may be served with process in the State of North Carolina in any proceeding for enforcement of any obligation of the Merged Entity, as well as the enforcement of any obligation of the Surviving Company arising from the Merger, and irrevocably appoints the Secretary of State of North Carolina as its agent to accept service of process in any such suit or proceeding.

Section 7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

Section 8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 11. 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.

Section 12. 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 such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the South Carolina Act without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the South Carolina Act.

Section 14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

SURVIVING COMPANY:

ICB, L.L.C.

By: Kyle R. Stoffer

Name: KYLE R STOFFER

Title: CEO

MERGED ENTITY:

TARHEEL DISTRIBUTORS, INC

By: Kyle R. Stoffer

Name: KYLE R STOFFER

Title: CEO

[Signature Page to Agreement and Plan of Merger]