

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/20/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LRWMotiveQuest, LLC		10/20/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Material Holdings, LLC		
Street Address:	1900 Avenue of the Stars		
Internal Address:	Suite 1600		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5798015	LRWMOTIVEQUEST	
CORRESPONDENCE DATA			
Fax Number:	3125693000		
<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:	3125691535		
Email:	linda.prainito@faegredrinker.com		
Correspondent Name:	Faegre Drinker Biddle & Reath LLP		
Address Line 1:	320 South Canal Street, Suite 3300		
Address Line 2:	Melissa S. Dillenbeck/Linda Prainito		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	070371.260520		
NAME OF SUBMITTER:	Linda Prainito		
SIGNATURE:	/Linda Prainito/		
DATE SIGNED:	02/24/2022		
Total Attachments: 6			
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OP \$40.00 5798015

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Form **LLC-37.25**

July 2018

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Merger

FILE # 04778987

This space for use by Secretary of State.

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$ 100
(Filing fee \$100 plus \$50 each entity more than two)

Approved: 

FILED

DEC 20 2021

JESSE WHITE
SECRETARY OF STATE

1. Names of the organizations proposing to merge:

Name of Entity	Form Type (Corporation, Limited Liability Company, Limited Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
LRWMOTIVEQUEST, LLC	LLC	IL	07-08-2003	00954748
MATERIAL HOLDINGS, LLC	LLC	CA	06-03-2014	04778987

2. A copy of that portion of the plan as approved that contains the name and form of each constituent organization and the surviving organization must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: MATERIAL HOLDINGS, LLC

b. File Number assigned by the Illinois Secretary of State (if any): 04778987

c. Jurisdiction: CALIFORNIA

4. The surviving organization: (Optional. Check one.)

- is a limited liability company created by this merger. Articles of Organization are included with this filing.
- is another organization type created by this merger. The organizational document is included with this filing.
- pre-exists this merger. Any amendment to the organizational document provided for in the plan of merger is included with this filing.

5. Effective date of the merger: (Check one.)

- The merger is effective upon filing with the Secretary of State.
- The surviving organization is an Illinois limited liability company created by the merger. If applicable, the Articles of Organization have a post-effective date: _____
Month, Day, Year
- The surviving organization is not a limited liability company. If applicable, its governing State allows and the plan provides for a post-effective date: _____
Month, Day, Year

LLC-37.25

6. If the surviving organization is a foreign organization not registered to do business in this state, the Secretary of State is its agent for service of process. Street and mailing addresses of the office to which a copy of any process against the company served on the Secretary of State may be mailed:

Number Street Suite (PO Box alone is not acceptable.)
City State ZIP

7. Additional information required to be included by the governing statutes of any of the parties to this merger:

8. The plan of merger has been approved by each constituent organization. Each constituent organization, in accordance with its governing statute, having the authority to sign hereto, affirms under penalty of perjury that these Articles of Merger are true, correct and complete.

Dated OCTOBER 20, 2021
Month & Day Year

1. Catherine Lindquist (Signature)

Catherine Lindquist, Sole Manager
Name and Title (type or print)
LRWMOTIVEQUEST, LLC
Name of Entity

Catherine Lindquist (Signature)

2. TW LRW Holdings, LLC, Sole Member, by Catherine Lindquist
Name and Title (type or print) its CFO
MATERIAL HOLDINGS, LLC
Name of Entity

3. Signature

Name and Title (type or print)
Name of Entity

4. Signature

Name and Title (type or print)
Name of Entity

With Merger

If more space is needed, please attach additional sheets of this size.

Dated OC

Signatures must be in black ink on an original document.

Catherine Lindquist
company name

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), made and entered into by and between Material Holdings, LLC, a California limited liability company ("Material") and LRWMotiveQuest, LLC, an Illinois limited liability company ("MQ").

RECITALS

WHEREAS, MQ is a wholly owned subsidiary of Material; and

WHEREAS, the sole member of Material, and the sole member and sole manager of MQ, have determined that it is in the best interests of the respective entities for MQ to merge with and into Material (the "Merger"), with Material surviving following the Merger; and

WHEREAS, upon the effectiveness of the Merger, all of the outstanding membership interests of MQ shall be automatically cancelled without consideration;

WHEREAS, the Merger is intended to be effected under 805 Ill. Comp. Stats. § 180/37-20(a) and Cal. Corps. Code § 17710.11(a);

NOW, THEREFORE, in consideration of the promises and of the mutual provisions, agreements and covenants herein contained, Strativity and Kelton agree as follows:

ARTICLE 1: THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2 hereof) and subject to and upon the terms and conditions of this Agreement, the Illinois Limited Liability Company Act (codified at 805 Ill. Comp. Stats §§ 180/1-1 – 180/60-1) (the "Illinois Act"), and the California Revised Uniform Limited Liability Company Act (codified at Cal. Corps. Code §§ 17701.01 – 17713.13) (the "California Act"), MQ shall be merged with and into Material, the separate legal existence of MQ shall cease, and Material shall continue as the surviving entity (the "Surviving Entity").

1.2 Effective Time; Closing. The parties shall close the transaction contemplated hereby by causing the Merger to be consummated by filing the Articles of Merger, in the form attached hereto as Exhibit A, with the Secretary of State of the State of Illinois in accordance with the relevant provisions of the Illinois Act and the California Act, and the Merger shall be effective upon the acceptance of the Articles of Merger for filing (the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Illinois Act and the California Act. Without limiting the generality of the foregoing, and subject thereto, all of the assets, property, rights, privileges, powers and franchises of MQ and Material shall vest in Material (as the Surviving Entity), and all of the debts, liabilities and duties of MQ and Material shall become the debts, liabilities and duties of Material (as the Surviving Entity).

1.4 Articles of Organization; Operating Agreement. At the Effective Time, the Articles of Organization and the Amended and Restated Operating Agreement of Material, as in effect immediately prior to the Effective Time, shall become the Articles of Organization and Operating Agreement of the Surviving Entity with no changes. For the avoidance of doubt, the name of the Surviving Entity immediately after the Merger shall continue to be Material Holdings, LLC.

1.5 Management; Executive Officers. At the Effective Time, all of the officers of

Material shall become the officers of the Surviving Entity and shall continue to serve the Surviving Entity in such capacities.

1.6 Effect on Membership Interests of MQ and Membership Interests of Material. At the Effective Time, by virtue of the Merger and without any further action on the part of Material, all outstanding membership interests of, in, and to MQ shall be automatically canceled without consideration. The membership interests of Material shall be deemed unaffected and shall be deemed to be the membership interests of the Surviving Entity and shall, following the Effective Time, continue to be held by TW LRW Holdings, LLC, the party who held all of the membership interests of Material immediately prior to the Effective Time.

ARTICLE 2: GENERAL PROVISIONS

2.1 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered personally or sent by courier service, as follows:

If to Material:	Material Holdings, LLC 1900 Ave of the Stars, 16th Floor Los Angeles, CA 90067 Attn: Legal Department
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If to MQ:	LRWMotiveQuest, LLC 1900 Ave of the Stars, 16th Floor Los Angeles, CA 90067 Attn: Legal Department
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or to such other persons as may be designated in writing by the parties, by a notice given as aforesaid.

2.2 Further Action. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest Material with the full right, title and possession of all assets, property, rights, privileges, powers and franchises of MQ, Material is fully authorized in the name of the MQ to take, and shall take, all such lawful and necessary action.

2.3 Entire Understanding. The terms set forth in this Agreement are intended by the parties as a final, complete and exclusive expression of the terms of their agreement, may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms and are not intended to confer on any other person any rights or remedies hereunder.

2.4 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California without regard to the choice of law or conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on October 20, 2021.

[signature page follows]

"Material"

MATERIAL HOLDINGS, LLC

By: TW LRW Holdings, LLC, its
sole Member

By: Catherine Lindquist
Catherine Lindquist, CFO

"MQ"

LRWMOTIVEQUEST, LLC

By: Material Holdings, LLC, its sole
Member

By: Catherine Lindquist
Catherine Lindquist, CFO

Catherine Lindquist
Catherine Lindquist, its sole Manager

EXHIBIT A

[Illinois Articles of Merger – 805 Ill. Cons. Stats. § 180/37-25]