

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704994

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 09/30/2020 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DIGITAL DINING, LLC | | 09/30/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | XENIAL, INC. | | |
| Street Address: | 3420 TORINGDON WAY SUITE 400 | | |
| City: | CHARLOTTE | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28277 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3535818 | DIGITAL DINING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2026725399 | | |
| <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: | 202-672-5300 | | |
| Email: | IPDocketing@foley.com | | |
| Correspondent Name: | Katherine P. Califa | | |
| Address Line 1: | 3000 K Street, N.W., Sixth Floor | | |
| Address Line 4: | Washington,, D.C. 20007 | | |
| NAME OF SUBMITTER: | Katherine P. Califa | | |
| SIGNATURE: | /Katherine P. Califa/ | | |
| DATE SIGNED: | 01/27/2022 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 3535818

AGREEMENT OF MERGER

Pursuant to this Agreement of Merger, dated as of the 30th day of September, 2020, Digital Dining, LLC, a Delaware limited liability company, Dinerware, LLC, a Delaware limited liability company, and PCAmerica, LLC, a Delaware limited liability company, shall be merged with and into Xenial, Inc., a Delaware corporation.

SECTION 1 DEFINITIONS

1.1 Effective Time. “Effective Time” shall mean the date and time on which the Merger contemplated by this Agreement of Merger becomes effective pursuant to the laws of the State of Delaware, as determined in accordance with Section 2.2 of this Agreement of Merger.

1.2 Merging Companies. “Merging Companies” shall refer to Digital Dining, LLC, Dinerware, LLC, and PCAmerica, LLC.

1.3 Merger. “Merger” shall refer to the merger of the Merging Companies with and into the Surviving Corporation as provided in Section 2.1 of this Agreement of Merger.

1.4 Surviving Corporation. “Surviving Corporation” shall refer to Xenial, Inc.

SECTION 2 TERMS OF MERGER

2.1 Merger. Subject to the terms and conditions of this Agreement of Merger, at the Effective Time, the Merging Companies shall be merged with and into the Surviving Corporation in accordance with applicable law. Xenial, Inc. shall be the Surviving Corporation resulting from the Merger and shall continue to exist and to be governed by the laws of the State of Delaware under the name “Xenial, Inc.” The Merger shall be consummated pursuant to the terms of this Agreement of Merger, which has been approved by the sole member of the Merging Companies and by the Board of Directors and the sole stockholder of the Surviving Corporation.

2.2 Effective Time. The Merger contemplated by this Agreement of Merger shall be effective at 10:00 p.m. Eastern Time on September 30, 2020.

2.3 Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation as it exists immediately prior to the Effective Time shall remain in full force and effect after the Effective Time until altered or amended.

2.4 Bylaws. The Bylaws of the Surviving Corporation as they exist immediately prior to the Effective Time shall not be amended by virtue of the Merger and shall remain the Bylaws of the Surviving Corporation until altered or amended.

2.5 Officers. The officers of the Surviving Corporation shall continue to serve as the officers of the Surviving Corporation and shall hold office from and after the Effective Time until their respective successors are elected and qualified or until the earlier of their respective deaths, resignations or removals.

2.6 Board of Directors. The Board of Directors of the Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation and shall hold office from and after the Effective Time until their respective successors are elected and qualified or until the earlier of their respective deaths, resignations or removals.

SECTION 3
MANNER OF CONVERTING MEMBERSHIP INTERESTS AND SHARES

The issued and outstanding membership interests of the Merging Companies shall be cancelled and cease to exist by virtue of the Merger at the Effective Time. The issued and outstanding shares of the Surviving Corporation shall remain issued and outstanding and will be unaffected by the Merger.

SECTION 4
FURTHER ASSURANCES

Each party to this Agreement of Merger agrees to take such actions as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Agreement of Merger.


[Signatures on following page]

IN WITNESS WHEREOF, the undersigned business entities have caused this Agreement of Merger to be executed by their duly authorized representatives as of the date first above written.

MERGING COMPANIES:

Digital Dining, LLC, Dinerware, LLC, and
PCAmerica, LLC


By: Xenial, Inc., each company's sole Member

By: 

David Green
President, Treasurer, and Secretary

SURVIVING CORPORATION:

Xenial, Inc.


By: _____
Name: David Green
Title: President, Treasurer, and Secretary

[Signature Page to Step 1 Agreement of Merger]