

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/20/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYKO TECHNOLOGIES, INC.		07/22/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OKYN HOLDINGS, INC.		
Doing Business As:	NYKO Technologies		
Street Address:	1642 Westwood Blvd., Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3642506	NYKO	
CORRESPONDENCE DATA			
Fax Number:	6265778800		
<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:	6267959900		
Email:	PTO@LEWISROCA.COM		
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP		
Address Line 1:	P.O. Box 29001		
Address Line 4:	Glendale, CALIFORNIA 91209		
ATTORNEY DOCKET NUMBER:	60865/409019-00134		
NAME OF SUBMITTER:	Stacey Dawson		
SIGNATURE:	/Stacey Dawson/		
DATE SIGNED:	04/25/2022		
Total Attachments: 14			
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Secretary of State
State of California

OCT 12 2020

OKYN HOLDINGS, INC.
CERTIFICATE OF OWNERSHIP

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I, Herschel Naghi, hereby certify that:

1. I am the President and Secretary of OKYN Holdings, Inc. a California corporation (the "surviving corporation", C4589484).
2. OKYN Holdings, Inc. owns 95% of the outstanding shares of stock of its subsidiary, NYKO Technologies, Inc., a California corporation (the "disappearing corporation", C1971544).
3. NYKO Technologies, Inc. has only one class of stock.
4. The Board of Directors of OKYN Holdings, Inc. duly adopted Resolutions as of July 20, 2020 (a copy of which is attached hereto as Annex A, and which are hereby incorporated by reference as if fully set forth herein) pursuant to which such Board of Directors of OKYN Holdings, Inc.:
 - a. Approved an Agreement and Plan of Merger substantially in final form (the "Plan of Merger", a copy of which is attached hereto as Annex B, and which is hereby incorporated by reference as if fully set forth herein) calling for the Merger of its subsidiary, NYKO Technologies, Inc., with and into OKYN Holdings, Inc.;
 - b. Called for OKYN Holdings, Inc. to succeed, without other transfer, to all of the debts, liabilities and obligations of NYKO Technologies, Inc. in the same manner as if OKYN Holdings, Inc. had itself incurred them (in accordance with section 1110 of the California General Corporation Law); and
 - c. Called for the payment to the holder of the 855 shares of Common Stock (constituting 5% of the shares of NYKO Technologies, Inc.) not already owned by OKYN Holdings, Inc. the sum of \$10.00 per share in exchange therefor.
5. On or about July 29, 2020, a "Notice of Approval of Merger" that included the Plan of Merger and a description of a Dissenting Shareholders' Rights that met the requirements of sections 1300 *et seq.* (including section 1301) of the California General Corporation Law was sent to the holder of the 5% of the shares of stock of NYKO Technologies, Inc. not already owned by OKYN Holdings, Inc.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Ownership are true and correct of my own knowledge.

Herschel Naghi

Herschel Naghi, President and Secretary
of OKYN Holdings, Inc.

Date: 9-17-20, 2020

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ANNEX A

Unanimous Written Consent of the
Board of Directors of OKYN Holdings, Inc.
dated July 20, 2020

attached to the
Certificate of Ownership of OKYN Holdings, Inc.
dated September 17, 2020

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
OKYN HOLDINGS, INC.
IN LIEU OF A MEETING**

Pursuant to Section 307(b) of the California Corporations Code, the undersigned, being all of the members of the Board of Directors (the "Board") of OKYN Holdings, Inc., a California corporation (the "Corporation"), hereby consent to the adoption of the following resolutions in lieu of holding a meeting of the Board:

WHEREAS, the Corporation was formed as of May 6, 2020 by its Incorporator, and its Board of Directors named; and each of the undersigned was elected by the Incorporator to serve as Directors of the Corporation on this Board;

Merger

WHEREAS, the Corporation wishes to merge with NYKO Technologies, Inc., a California corporation;

WHEREAS, the proposed terms of such merger are set forth in the Plan of Merger (attached as Annex A hereto) to match the current circumstances and needs of the Corporation; and

WHEREAS, this Board has reviewed and accepted such Plan of Merger;

NOW THEREFORE BE IT:

RESOLVED, that the Plan of Merger hereby is ratified, confirmed, and approved by this Board, and is incorporated by reference as if fully set forth herein.

FURTHER RESOLVED, that officers of the Corporation are requested, commanded and empowered to take all necessary or appropriate actions toward the implementation of all the provisions of the Plan of Merger, including 20 days' notice to all shareholders of the Corporation thereof.

FURTHER RESOLVED, that the shares of the minority holder of the Corporation (the holder of 855 shares constituting 5% of the issued and outstanding equity capital of the Corporation (the "Cancelled Shares")) will be canceled in the Merger and such holder will be compensated by a cash payment therefor.

FURTHER RESOLVED, that, after careful consideration, the Board has determined that the value of the Cancelled Shares is \$0.10 per share or \$8,550 in the aggregate, and that the minority holder of the Cancelled Shares shall be paid such sum in connection with the Merger.

Election of Officers

RESOLVED, that the following persons be, and they hereby are, elected to the offices indicated after their respective names, to serve until the next annual meeting of the Board and until their successors are elected and qualify:

Herschel Naghi, President, Treasurer and Chief Financial Officer and Secretary

Ratification of Acts of Directors and Officers

RESOLVED, that all purchases, contracts, contributions, compensations, acts, proceeds, elections and appointments by the Board and all acts of the officers of the Corporation for said period be, and there same hereby are, ratified and confirmed.

Further Instructions to Officers; Omnibus Ratification

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to take all such further action, as any such officer may deem necessary, proper, convenient, or desirable, in order to carry

out the foregoing resolutions and to effectuate the purposes and intents thereof, and that all actions taken by the officers of the Corporation to date, in connection with the foregoing resolutions and otherwise, are hereby in all respects confirmed, ratified, and approved.


This Unanimous Written Consent may be signed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall be deemed one instrument.

The undersigned direct that an executed copy of this Unanimous Written Consent be filed with the minutes of the proceedings of the Board.

Dated to be effective as of July 20, 2020.

IN WITNESS WHEREOF, the undersigned Directors have duly executed this Unanimous Written Consent as set forth below, and intend this Unanimous Written Consent to be effective as of July 20, 2020.

Dated as of July 20, 2020



Herschel Naghi

Dated as of July 20, 2020



Ariel Naghi

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ANNEX A

Plan of Merger

attached to the Unanimous Written Consent
of the Board of Directors (Resolutions)
of OKYN Holdings, Inc. dated July 20, 2020

AGREEMENT AND PLAN OF MERGER OF

NYKO TECHNOLOGIES, INC.

(a California corporation)

AND

OKYN HOLDINGS, INC.

(a California corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated as of July __, 2020 (this "Agreement"), is made by and between NYKO Technologies, Inc., a California corporation ("NYKO"), and OKYN Holdings, Inc., a California corporation ("OKYN"). NYKO and OKYN are sometimes referred to herein as the "constituent corporations."

RECITALS

- A. NYKO is a corporation duly organized and existing under the laws of the State of California. On the date hereof, the total number of shares of Common Stock of NYKO authorized to be issued is 100,000 (the "NYKO Common Stock"). As of the date hereof, there are 17,100 shares of NYKO Common Stock issued and outstanding.
- B. OKYN is a corporation duly organized and existing under the laws of the State of California. On the date hereof, the total number of shares of Common Stock authorized to be issued is 1,000,000 (the "OKYN Common Stock"). As of the date hereof, 100,000 shares of OKYN Common Stock are issued and outstanding.
- C. The Board of Directors of NYKO has determined that it is advisable and in the best interests of NYKO and its shareholders that NYKO merge with and into OKYN upon the terms and conditions provided herein.
- D. The Board of Directors of OKYN has determined that it is advisable and in the best interests of OKYN and its shareholders that NYKO merge with and into OKYN upon the terms and conditions provided herein.
- E. The respective Boards of Directors of NYKO and OKYN have approved and adopted this Agreement and directed that this Agreement be executed and delivered by the officers thereof.
- F. OKYN owns 95% of all issued and outstanding shares of NYKO Common Stock.
- G. The Merger (as hereinafter defined) is intended to qualify as a reorganization described in Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, NYKO and OKYN hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I
MERGER

1. Merger.

- a. In accordance with the provisions of this Agreement and the California General Corporation Law, as amended (the "CGCL"), NYKO shall be merged with and into OKYN (the "Merger"), the separate

existence of NYKO shall cease, and OKYN shall survive the Merger and shall continue to be governed by the laws of the State of California. OKYN shall be, and is sometimes referred to herein as, the "Surviving Corporation." Promptly after the date of the merger, the name of the Surviving Corporation shall be revised to be NYKO Technologies, Inc. by filing an Amendment to the Articles of Incorporation.

- b. Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:
- i. this Agreement and the Merger shall have been adopted and approved by each constituent corporation in accordance with the requirements of the CGCL;
 - ii. all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;
 - iii. an executed Certificate of Ownership and Merger with respect to the Surviving Corporation that meets the requirements of the CGCL shall have been filed with the Secretary of State of the State of California (the "California Certificate"); and
 - iv. a certified copy of the California Certificate shall have been filed with the Secretary of State of the State of California with respect to NYKO.
- c. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."
2. Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of NYKO shall cease, and OKYN, as the Surviving Corporation shall:
- a. continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger;
 - b. be subject to all actions previously taken by its and NYKO's respective Board of Directors;
 - c. succeed, without other transfer, to all of the assets, rights, powers and property of NYKO;
 - d. continue to be subject to all of the debts, liabilities and obligations of NYKO as constituted immediately prior to the Effective Date of the Merger; and
 - e. succeed, without other transfer, to all of the debts, liabilities and obligations of NYKO in the same manner as if OKYN had itself incurred them.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

1. Articles of Incorporation. The Articles of Incorporation of OKYN as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation unless and until duly amended in accordance with the provisions thereof and applicable law (which amendment may take place at the same time as the Merger). As noted above, it is the intention of the Parties that, promptly after the date of the merger, the name of the Surviving Corporation shall be revised to be NYKO Technologies, Inc. by filing an Amendment to the Articles of Incorporation.

2. Bylaws. The Bylaws of OKYN as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation unless and until duly amended in accordance with the provisions thereof and applicable law.
3. Directors and Officers. The directors and officers of OKYN immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided (a) by law, (b) the Articles of Incorporation of the Surviving Corporation, or (c) the Bylaws of the Surviving Corporation.

ARTICLE III
MANNER OF CONVERSION OF STOCK

1. NYKO Common Stock. Upon the Effective Date of the Merger, each share of NYKO Common Stock, issued and outstanding immediately prior thereto shall, by virtue of the Merger, and without any action by either of the constituent corporations, the holder of such shares or any other person, be canceled and of no effect.
2. Dissenting Shareholders' Rights. In the manner more fully set forth in Section 1300 and 1301 of the CGCL, NYKO shall provide any NYKO shareholder who is no longer a shareholder of NYKO or the Surviving Corporation as a result of the Merger with the fair market value of the shares owned by the shareholder that are deemed dissenting shares as defined in Section 1301(b) of the CGCL. Within ten (10) days of approval of the merger, notice of the approval of merger and related documentation shall be provided to each holder of NYKO Common Stock, accompanied by a copy of Sections 1300-1304 of the CGCL, a statement of the price determined by NYKO to represent the fair market value of the dissenting shares, and a brief description of the procedure to be followed if the shareholder desires to exercise the shareholder's right under Sections 1300-1304 of the CGCL.

ARTICLE IV
GENERAL

1. Covenants of OKYN. OKYN covenants and agrees that it will, on or before the Effective Date of the Merger:
 - a. file any and all documents with the California Franchise Tax Board necessary for the assumption by OKYN of all of the franchise tax liabilities of NYKO;
 - b. file the California Certificate with the Secretary of State of the State of California; and
 - c. take all such other actions as may be required by the CGCL to effect the Merger.
2. Covenants of NYKO. NYKO covenants and agrees that it will, on or before the Effective Date of the Merger, take all such other actions as may be required by the CGCL to effect the Merger.
3. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of NYKO such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation and NYKO such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Surviving Corporation, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of NYKO or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either NYKO or OKYN, or both.
5. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1642 Westwood Blvd., Suite 200, Los Angeles, California 90024.
6. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California and, so far as applicable, the merger provisions of the CGCL.
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute the same instrument.

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

NYKO TECHNOLOGIES, INC.,
a California corporation

By: _____

Herschel Naghi, President

OKYN HOLDINGS, INC.,
a California corporation

By: _____

Herschel Naghi, President

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ANNEX B

Plan of Merger

attached to the
Certificate of Ownership of OKYN Holdings, Inc.
dated September 17, 2020

AGREEMENT AND PLAN OF MERGER OF

NYKO TECHNOLOGIES, INC.
(a California corporation)

AND

OKYN HOLDINGS, INC.
(a California corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated as of July 22, 2020 (this "Agreement"), is made by and between NYKO Technologies, Inc., a California corporation ("NYKO"), and OKYN Holdings, Inc., a California corporation ("OKYN"). NYKO and OKYN are sometimes referred to herein as the "constituent corporations."

RECITALS

- A. NYKO is a corporation duly organized and existing under the laws of the State of California. On the date hereof, the total number of shares of Common Stock of NYKO authorized to be issued is 100,000 (the "NYKO Common Stock"). As of the date hereof, there are 17,100 shares of NYKO Common Stock issued and outstanding.
- B. OKYN is a corporation duly organized and existing under the laws of the State of California. On the date hereof, the total number of shares of Common Stock authorized to be issued is 1,000,000 (the "OKYN Common Stock"). As of the date hereof, 100,000 shares of OKYN Common Stock are issued and outstanding.
- C. The Board of Directors of NYKO has determined that it is advisable and in the best interests of NYKO and its shareholders that NYKO merge with and into OKYN upon the terms and conditions provided herein.
- D. The Board of Directors of OKYN has determined that it is advisable and in the best interests of OKYN and its shareholders that NYKO merge with and into OKYN upon the terms and conditions provided herein.
- E. The respective Boards of Directors of NYKO and OKYN have approved and adopted this Agreement and directed that this Agreement be executed and delivered by the officers thereof.
- F. OKYN owns 95% of all issued and outstanding shares of NYKO Common Stock.
- G. The Merger (as hereinafter defined) is intended to qualify as a reorganization described in Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, NYKO and OKYN hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I
MERGER

1. Merger.

- a. In accordance with the provisions of this Agreement and the California General Corporation Law, as amended (the "CGCL"), NYKO shall be merged with and into OKYN (the "Merger"), the separate

existence of NYKO shall cease, and OKYN shall survive the Merger and shall continue to be governed by the laws of the State of California. OKYN shall be, and is sometimes referred to herein as, the "Surviving Corporation." Promptly after the date of the merger, the name of the Surviving Corporation shall be revised to be NYKO Technologies, Inc. by filing an Amendment to the Articles of Incorporation.

- b. Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:
- i. this Agreement and the Merger shall have been adopted and approved by each constituent corporation in accordance with the requirements of the CGCL;
 - ii. all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;
 - iii. an executed Certificate of Ownership and Merger with respect to the Surviving Corporation that meets the requirements of the CGCL shall have been filed with the Secretary of State of the State of California (the "California Certificate"); and
 - iv. a certified copy of the California Certificate shall have been filed with the Secretary of State of the State of California with respect to NYKO.
- c. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."
2. Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of NYKO shall cease, and OKYN, as the Surviving Corporation shall:
- a. continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger;
 - b. be subject to all actions previously taken by its and NYKO's respective Board of Directors;
 - c. succeed, without other transfer, to all of the assets, rights, powers and property of NYKO;
 - d. continue to be subject to all of the debts, liabilities and obligations of NYKO as constituted immediately prior to the Effective Date of the Merger; and
 - e. succeed, without other transfer, to all of the debts, liabilities and obligations of NYKO in the same manner as if OKYN had itself incurred them.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

1. Articles of Incorporation. The Articles of Incorporation of OKYN as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation unless and until duly amended in accordance with the provisions thereof and applicable law (which amendment may take place at the same time as the Merger). As noted above, it is the intention of the Parties that, promptly after the date of the merger, the name of the Surviving Corporation shall be revised to be NYKO Technologies, Inc. by filing an Amendment to the Articles of Incorporation.

2. Bylaws. The Bylaws of OKYN as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation unless and until duly amended in accordance with the provisions thereof and applicable law.
3. Directors and Officers. The directors and officers of OKYN immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided (a) by law, (b) the Articles of Incorporation of the Surviving Corporation, or (c) the Bylaws of the Surviving Corporation.

ARTICLE III
MANNER OF CONVERSION OF STOCK

1. NYKO Common Stock. Upon the Effective Date of the Merger, each share of NYKO Common Stock, issued and outstanding immediately prior thereto shall, by virtue of the Merger, and without any action by either of the constituent corporations, the holder of such shares or any other person, be canceled and of no effect.
2. Dissenting Shareholders' Rights. In the manner more fully set forth in Section 1300 and 1301 of the CGCL, NYKO shall provide any NYKO shareholder who is no longer a shareholder of NYKO or the Surviving Corporation as a result of the Merger with the fair market value of the shares owned by the shareholder that are deemed dissenting shares as defined in Section 1301(b) of the CGCL. Within ten (10) days of approval of the merger, notice of the approval of merger and related documentation shall be provided to each holder of NYKO Common Stock, accompanied by a copy of Sections 1300-1304 of the CGCL, a statement of the price determined by NYKO to represent the fair market value of the dissenting shares, and a brief description of the procedure to be followed if the shareholder desires to exercise the shareholder's right under Sections 1300-1304 of the CGCL.

ARTICLE IV
GENERAL

1. Covenants of OKYN. OKYN covenants and agrees that it will, on or before the Effective Date of the Merger:
 - a. file any and all documents with the California Franchise Tax Board necessary for the assumption by OKYN of all of the franchise tax liabilities of NYKO;
 - b. file the California Certificate with the Secretary of State of the State of California; and
 - c. take all such other actions as may be required by the CGCL to effect the Merger.
2. Covenants of NYKO. NYKO covenants and agrees that it will, on or before the Effective Date of the Merger, take all such other actions as may be required by the CGCL to effect the Merger.
3. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of NYKO such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation and NYKO such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Surviving Corporation, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of NYKO or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either NYKO or OKYN, or both.
5. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1642 Westwood Blvd., Suite 200, Los Angeles, California 90024.
6. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California and, so far as applicable, the merger provisions of the CGCL.
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute the same instrument.

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

NYKO TECHNOLOGIES, INC.,
a California corporation

By: 
Herschel Naghi, President

OKYN HOLDINGS, INC.,
a California corporation

By: 
Herschel Naghi, President