

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751529

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/01/2021
RESUBMIT DOCUMENT ID:	900714275

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DBK Concepts, Inc.		11/01/2021	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	DBK Concepts, LLC
Street Address:	12905 SW 129th Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33186
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76169669	DBK SERVTRACK
Serial Number:	75232442	DBK CONCEPTS

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.

Email: iprecordations@whitecase.com

Correspondent Name: Kennady Wade

Address Line 1: 1221 6th Ave

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1187138-0027-CZ43
NAME OF SUBMITTER:	Kennady Wade
SIGNATURE:	/Kennady Wade/
DATE SIGNED:	08/26/2022

Total Attachments: 3

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Merger Agreement"), dated as of November 1, 2021, by and between DBK Concepts, LLC, a Florida limited liability company ("DBK LLC") and DBK Concepts, Inc., a Florida corporation ("DBK INC").

WITNESSETH:

WHEREAS, DBK LLC and DBK INC intend that DBK INC be merged with and into DBK LLC, with DBK LLC surviving the merger on the terms and subject to the conditions set forth herein (the "Merger"); and

WHEREAS, DBK INC, the sole member of DBK LLC, and AIDC Acquisition, LLC, a Delaware limited liability company, the sole shareholder of DBK INC, have each adopted and approved the Merger, this Merger Agreement and the transactions contemplated hereby; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

1. Merger. Upon the terms and subject to the conditions hereof and in accordance with Sections 605.1021 to 605.1025 of the Florida Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act, DBK INC shall be merged with and into DBK LLC and DBK LLC shall be, and is herein referred to as, the "Surviving Entity." The Merger shall become effective at the time and on the date of the filing of the Articles of Merger under the applicable requirements of Florida law, or such later time and date as may be set forth in the Articles of Merger (the "Effective Time").

2. Effect of Merger. At the Effective Time, the separate existence of DBK INC shall cease and DBK INC shall be merged with and into DBK LLC. The consummation of the Merger will have the effects provided under Florida law with respect to a merger of a Florida limited liability company with and into a Florida corporation.

3. Articles of Organization. The articles of organization of DBK LLC, in effect as of the Effective Time, shall be the articles of organization of the Surviving Entity until amended in accordance with applicable law.

4. Directors and Officers.

(a) The managers of DBK LLC at the Effective Time shall be the managers of the Surviving Entity from and after the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided by law, the name and business address of each being set forth below.

<u>Name of Manager</u>	<u>Business Address</u>
Scott Sussman	1299 Ocean Avenue Suite 460 Santa Monica, CA 90401
Bruno Adoric	4143 Maple Ave. Suite 240 Dallas, Texas 75219

Dewey Turner	4143 Maple Ave. Suite 240 Dallas, Texas 75219
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(b) The officers of DBK LLC at the Effective Time shall be the officers of the Surviving Entity, each to hold office until their respective successors are duly elected or appointed and qualified in the manner provided by law.

5. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of DBK INC such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of DBK INC and otherwise to carry out the purposes of this Merger Agreement, and the officers of the Surviving Entity are fully authorized in the name and on behalf of DBK INC or otherwise to take any and all such action to execute and deliver any and all such deeds and other instruments.

6. Conversion of Shares. As of the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Entity, all shares of common stock of DBK INC (the “Shares”) issued and outstanding immediately prior to the Effective Time shall be converted into membership interests in the Surviving Entity. All Shares to be converted pursuant to this Section 6 shall from and after the Effective Time no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

7. Amendment and Modification. This Merger Agreement may be amended or modified at any time by the parties hereto, but only pursuant to an instrument in writing signed by the parties and only in accordance with applicable provisions of Florida law.

8. Entire Agreement; Assignment. This Merger Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

9. Validity. The invalidity or unenforceability of any term or provision of this Merger Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions in any other situation or in any other jurisdiction.

10. Governing Law. This Merger Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule thereof.

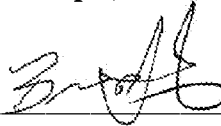
11. Descriptive Headings. The descriptive headings therein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Merger Agreement or in any way affect this Merger Agreement.

12. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, DBK LLC and DBK INC have caused this Merger Agreement to be signed by their respective duly authorized persons as of the date first above written.

Sole Member of DBK Concepts, LLC

DBK Concepts, Inc.

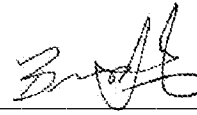
By:  _____

Name: Bruno Adoric

Title:

Sole Shareholder of DBK Concepts, Inc.

AIDC Acquisition, LLC

By:  _____

Name: Bruno Adoric

Title: Authorized Representative

[Signature Page to Merger Agreement – DBK Concepts, Inc. and DBK Concepts, LLC]