

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	08/03/2022		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Living Opera LLC		07/28/2022	Limited Liability Company: MONTANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Living Opera LLC		
<b>Street Address:</b>	120 PROVIDENCE TRL APT 5301		
<b>City:</b>	MT JULIET		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37122		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90604668	FACH FINDER	
<b>Serial Number:</b>	97269333	LIVING OPERA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9196273488		
<b>Email:</b>	neil@neopassets.com		
<b>Correspondent Name:</b>	Neil M. Barnes		
<b>Address Line 1:</b>	PO Box 52546		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27717		
<b>ATTORNEY DOCKET NUMBER:</b>	4525-003, 004TM		
<b>NAME OF SUBMITTER:</b>	Neil M. Barnes		
<b>SIGNATURE:</b>	/Neil M. Barnes/		
<b>DATE SIGNED:</b>	09/28/2022		
<b>Total Attachments: 5</b>			
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**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

Living Opera LLC  
APT 5301  
120 PROVIDENCE TRL  
MT JULIET, TN 37122-6572

August 3, 2022

**Control # 1338004**

Effective Date: 08/03/2022

**Document Receipt**

Receipt #: 7420190

Filing Fee: \$100.00

Payment-Check/MO - CFS-2, NASHVILLE, TN

\$100.00

**ACKNOWLEDGMENT OF MERGER**

**Living Opera LLC (Montana) (Unqualified Non-survivor)**

**merged into Living Opera LLC (TENNESSEE) (Qualified Survivor)**

This will acknowledge the filing of the attached Articles of Merger with an effective date as indicated above.

When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett  
Secretary of State

Processed By: Cassandra Bowman


CERTIFICATE OF MERGER  
OF  
LIVING OPERA LLC  
(a Montana limited liability company)  
WITH AND INTO  
LIVING OPERA LLC  
(a Tennessee limited liability company)

Pursuant to the provisions of the Tennessee Revised Limited Liability Company Act, the limited liability companies herein named do hereby submit the following Certificate of Merger:


1. Attached hereto as Exhibit A is the Plan of Merger for merging Living Opera LLC, a Montana limited liability company ("LO MT"), with and into Living Opera LLC, a Tennessee LLC ("LO TN" or sometimes referred to as the "surviving entity").
2. The Plan of Merger was approved by the joint unanimous written consent of the members and managers of each of LO MT and LO TN on the date hereof.
3. The merger of LO MT with and into LO TN is permitted by the laws of the State of Montana and the State of Tennessee, and has been authorized in compliance with said laws.
4. The Certificate of Merger shall be effective upon filing with the Tennessee Secretary of State.

Executed this 28 day of July, 2022.

LIVING OPERA LLC,  
a Montana limited liability company

By:   
Norman Reinhardt  
Its: Manager

LIVING OPERA LLC,  
a Tennessee limited liability company

By:   
Norman Reinhardt  
Its: Manager

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B1245-1379 08/03/2022 10:44 AM Received by Tennessee Secretary of State Tre Hargett

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan") dated as of July \_\_\_, 2022, of Living Opera LLC, a Montana limited liability company ("LO MT" or sometimes the "Merging Entity"), with and into Living Opera LLC, a Tennessee limited liability company ("LO TN" or sometimes the "Surviving Entity") (LO MT and LO TN being sometimes hereinafter collectively called the "Constituent Entities"); provides:

ARTICLE I  
THE MERGER

1.1 Surviving Entity.

Subject to the due approval and adoption of this Plan and the merger provided for herein by the member(s) of each of LO MT and LO TN, and subject to the conditions hereinafter set forth, upon the Merger Date, as defined below, (a) LO MT shall be merged with and into LO TN (such act being referred to herein as the "Merger"), (b) LO TN shall be the Surviving Entity, and (c) the Surviving Entity shall continue to be a limited liability company organized and governed by the laws of the State of Tennessee.

1.2 Effect of Merger.

Upon the Merger Date, the effect of the Merger shall be as provided in the applicable provisions of the laws of the State of Montana and the State of Tennessee. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date:

(a) The separate existence of LO MT shall cease, except insofar as its existence shall be continued by operation of the last sentence of Section 1.2(b) hereof, by operation of Section 1.3 hereof and by operation of the laws of the State of Montana, and the Surviving Entity shall possess all the rights, privileges, powers and franchises of a public as well as a private nature, and shall be subject to all of the restrictions, disabilities and duties, of LO MT; and

(b) All property, rights, privileges, powers and franchises, and all and every other interest of LO MT shall be thereafter as effectually the property of the Surviving Entity as they were of LO MT, and the title to any real estate vested by deed or otherwise in LO MT shall not revert or be in any way impaired; provided, that all rights of creditors and all liens upon any property of LO MT shall be preserved unimpaired, and all debts, liabilities and duties of LO MT shall upon the Merger Date attach to the Surviving Entity, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against LO MT at the Merger Date may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place.

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1.3 Supplemental Action.

If at any time after the Merger Date the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments and assurances or any further actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property, rights, privileges, powers and franchises of LO MT or otherwise to carry out the provisions of this Plan, the manager of LO MT shall execute or cause to be executed, and shall deliver, upon the request of the Surviving Entity, any and all proper conveyances, agreements, documents, instruments and assurances, and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in the Surviving Entity, or otherwise to carry out the provisions of this Plan.

1.4 Articles of Organization; Operating Agreement.

From and after the Merger Date, the Articles of Organization of LO TN shall continue in full force and effect as the Articles of Organization of the Surviving Entity. The Surviving Entity reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Organization in the manner now or hereafter set forth therein or as is or may be prescribed by the laws of the State of Tennessee, and all of the rights, powers and privileges of the members and managers of the Surviving Entity are granted and shall be held and enjoyed subject to such reserved rights. Until so amended, altered, changed or repealed, the Surviving Entity's Articles of Organization as in effect immediately prior to the Merger Date shall constitute its Articles of Organization separate and apart from this Plan and may be separately certified as the Surviving Entity's Articles of Organization. The Operating Agreement of LO TN as in effect on the Merger Date shall be the Operating Agreement of the Surviving Entity until the same shall be altered, amended, or repealed, or until a new Operating Agreement is adopted as provided therein.

ARTICLE II  
TERMS OF MERGER

2.1 LO TN's Membership Interests.

The membership interests in LO TN that will be outstanding at the time of the Merger shall be unchanged by the Merger and shall remain outstanding after the Merger Date.

2.2 LO MT's Membership Interests.

The membership interests in LO MT that will be outstanding at the time of the Merger shall upon the Merger be canceled, and shall not be converted or exchanged into or with any membership interests of LO TN, or any stock or other securities of any other entity, or into cash or other property in whole or in part.

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2.3 Certificates of Membership Interests.

After the Merger Date, the members of LO MT shall surrender to LO TN or its duly appointed agent any certificates of membership interests, documents or agreements representing or evidencing the theretofore membership interests in LO MT.

2.4 Activities and Transactions Prior to Merger Date.

Neither LO MT nor LO TN shall prior to the Merger Date engage in any business activity or transaction other than in the ordinary course of business, except as contemplated by the Plan.

ARTICLE III  
GENERAL

3.3 Merger Date.

The Merger shall become effective upon, and the "Merger Date" shall mean for the purpose of this Plan, the date of filing of a Certificate of Merger with the Secretary of State of the State of Tennessee, and Articles of Merger with the Secretary of State of the State of Montana.

3.4 Action Effecting Merger.

Upon the due approval and adoption of this Plan by the members of each Constituent Entity, as appropriate, the managers of each Constituent Entity are hereby authorized and directed to take all actions necessary or desirable in effecting the merger on the Merger Date, including but not limited to filing a Certificate of Merger with the Secretary of State of the State of Tennessee, and Articles of Merger with the Secretary of State of the State of Montana.

3.5 Other Agreements.

The Plan shall supersede any other prior agreements, whether written or oral, that may have been made or entered into by either of the Constituent Entities, or any of their respective managers or members, relating to the merger of the Constituent Entities. Nothing set forth herein is intended, or shall be construed, to confer upon or give any individual or any corporation, limited liability company or other entity, other than the Constituent Entities and their respective members and the creditors of LO MT, any rights or remedies under or by reason hereof.

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