

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EZ-FLO INTERNATIONAL, INC.		11/05/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EZ-FLO INTERNATIONAL, LLC		
Street Address:	2750 E. MISSION BLVD.		
City:	ONTARIO		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6608783	ARMORFLEX	
Registration Number:	6111358	CONTRACTOR ACCESS	
Registration Number:	1179985	EASTMAN	
Registration Number:	1179986	EASTMAN SPEEDFLEX	
Registration Number:	2303499	EZ-FLO	
Registration Number:	4831499	H2OFF	
Registration Number:	6439087	SUPPLY SMART	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123364725		
Email:	aavery@merchantgould.com		
Correspondent Name:	Danielle I Mattessich		
Address Line 1:	P.O. Box 2910		
Address Line 2:	150 S. Fifth St., Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	18924.0122US01		
NAME OF SUBMITTER:	Danielle I. Mattessich		

OP \$190.00 6608783

SIGNATURE:	/daniellemattessich/
DATE SIGNED:	01/19/2023
Total Attachments: 14 source=Entity Conversion#page1.tif source=Entity Conversion#page2.tif source=Entity Conversion#page3.tif source=Entity Conversion#page4.tif source=Entity Conversion#page5.tif source=Entity Conversion#page6.tif source=Entity Conversion#page7.tif source=Entity Conversion#page8.tif source=Entity Conversion#page9.tif source=Entity Conversion#page10.tif source=Entity Conversion#page11.tif source=Entity Conversion#page12.tif source=Entity Conversion#page13.tif source=Entity Conversion#page14.tif	

**PLAN OF CONVERSION
OF
EZ-FLO INTERNATIONAL, INC., A CALIFORNIA CORPORATION
TO
EZ-FLO INTERNATIONAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

This Plan of Conversion (this "Plan") is adopted effective as of November 5, 2021, by EZ-Flo International, Inc., a California corporation (the "Converting Entity"), for the purpose of converting the Converting Entity into EZ-Flo International, LLC, a California limited liability company (the "Converted Entity"), in accordance with Section 17710.08 of the California Revised Uniform Limited Liability Company Act (the "Act") and Section 1152 of the California Corporations Code (the "CCC").

RECITALS

WHEREAS, the Converting Entity desires to convert to the Converted Entity (the "Conversion");

WHEREAS, Lahlouh Holding Co., a Delaware corporation, the sole shareholder of the Converting Entity (the "Shareholder"), owns beneficially all shares of capital stock of the Converting Entity (the "Converting Interests"); and

WHEREAS, this Plan has been adopted and approved by the Board of Directors and the Shareholder of the Converting Entity in accordance with the provisions of the CCC and the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged and the sufficiency of which is hereby confessed, the Converting Entity hereby agrees as follows with the intent to be legally bound by this Plan:

1. The Conversion. Subject to the terms and conditions set forth in this Plan, the Converting Entity shall be converted into the Converted Entity in the manner provided in Section 17710.08 of the Act, Section 1152 of the CCC and this Plan, effective as of November 5, 2021.

2. Name and Place of Organization. The name of the Converting Entity to be converted hereunder is EZ-Flo International, Inc., a California corporation. The name of the Converted Entity into which the Converting Entity shall be converted hereunder is EZ-Flo International, LLC, a California limited liability company. The Converted Entity shall be a limited liability company organized under the laws of the State of California in the manner described in this Plan.

3. California Certificate of Conversion. An authorized representative of the Converting Entity shall execute and acknowledge the Articles of Organization – Conversion of the Converted Entity in the form attached as Exhibit A hereto (the "CA Certificate of Conversion").

4. Effective Date. The Conversion shall become effective upon November 5, 2021 (the “Effective Date”), subject to the acceptance of the filing of the CA Certificate of Conversion with the California Secretary of State on or prior to that date.

5. Termination of Plan. This Plan may be terminated and the Conversion abandoned by the written consent of the Shareholder.

6. Conversion of Interests. As of the Effective Date, by virtue of the Conversion and without any action on the part of the Converting Entity or the Shareholder, all Converting Interests shall be converted into 100% of the membership interests (the “Membership Interests”) of the Converted Entity, and the Shareholder shall own beneficially and of record all Membership Interests of the Converted Entity as described in Exhibit B attached hereto.

7. Effect of Conversion. On the Effective Date, and as provided in Section 17710.09 of the Act, all of the rights, privileges and powers of the Converting Entity and all property, real, personal and mixed, and all debts due to the Converting Entity, as well as all other things and causes of action belonging to the Converting Entity shall remain vested in the Converted Entity and shall be the property of the Converted Entity and the title to any real property vested by deed or otherwise in Converting Entity shall not revert or be in any way impaired by reason of Section 17710.09 of the Act, but all rights of creditors and all liens upon the property of the Converting Entity shall be preserved unimpaired and remain enforceable against the Converted Entity, and all debts, liabilities and obligations of the Converting Entity shall remain attached to the Converted Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by it in its capacity as a limited liability company of California.

8. Governing Documents. From and after the Effective Date, the Operating Agreement, in substantially the form attached hereto as Exhibit C, shall be the Operating Agreement of the Converted Entity, unless and until amended in accordance with the terms thereof or as otherwise provided by law, and all holders of Membership Interests shall be bound thereby. All governing documents of the Converting Entity shall be of no more force or effect following the Conversion and all rights, privileges and preferences provided therein shall cease to exist.

9. Further Acts After Effective Date. If, at any time after the Effective Date, the Converted Entity considers or is advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Converted Entity its rights, title, or interest in, to, or under any of the rights, properties, or assets of the Converting Entity to be vested in the Converted Entity as a result of, or in connection with, the Conversion or to otherwise carry out this Plan, the members, managers and officers of the Converted Entity shall be authorized to execute and deliver, in the name and on behalf of the Converting Entity, all such deeds, bills of sale, assignments, and assurances, and to take and do, in the name and on behalf of the Converting Entity all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title and interest in, to, and under such rights, properties or assets in the Converted Entity or to otherwise carry out this Plan.

10. Securities Laws Compliance.

(a) Federal Securities Laws Exemptions. The Membership Interests to be issued pursuant to this Plan shall not be registered under the Securities Act of 1933 in reliance upon Section 4(2) of the Securities Act of 1933 or such other exemption or exemptions as the Converted Entity and its counsel shall elect.

(b) State Securities Law Exemptions. The Membership Interests to be issued pursuant to this Plan shall not be qualified under the California securities laws, in reliance upon Section 10(a) above and/or such other exemption or exemptions as the Converted Entity and its counsel shall elect.

11. Miscellaneous.

(a) Binding Nature. This Plan shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

(b) Applicable Law. This Plan shall be governed in all respects by the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

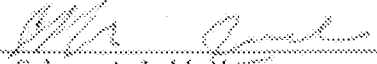
(c) Validity. Wherever possible, each provision of this Plan shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Plan shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Plan.

(d) Electronic Delivery. This Plan may be executed and delivered via facsimile transmission, email with scan attachment or other electronic transmission, which will be deemed an original for all intents and purposes.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby approves and consents to this Plan of Conversion pursuant to Section 17710.08 of the California Revised Uniform Limited Liability Company Act, Section 1152 of the California General Corporation Law and Section 1 of this Plan as of the date first set forth above.

EZ-FLO INTERNATIONAL, INC.

By: 
Name: Saleem A. Lahlooh
Title: President

Signature Page to Plan of Conversion (EZ-Flo International, Inc.)

Exhibit A

CA Certificate of Conversion

(see attached)

Exhibit B

Ownership in EZ-Flo International, Inc. Pre-Conversion

Shareholder	Class and Number of Shares of Common Stock
Lahlouh Holding Co.	10,000 shares Common Stock (100%)

Ownership In EZ-Flo International, LLC Post-Conversion

Member	Membership Interests
Lahlouh Holding Co.	100%

Exhibit C

EZ-Flo International, LLC

Operating Agreement

(see attached)

OPERATING AGREEMENT
OF
EZ-FLO INTERNATIONAL, LLC

This Operating Agreement (this "Agreement") of EZ-Flo International, LLC, a California limited liability company (the "Company"), effective as of November 5, 2021, is entered into by and between the Company and Lahlouh Holding Co., a Delaware corporation (the "Member").

WHEREAS, the Company was formed as a limited liability company on November 5, 2021, by the filing of the Company's Articles of Organization - Conversion with the California Secretary of State pursuant to and in accordance with the California Revised Uniform Liability Company Act, codified in the California Corporations Code, Section 17701 et seq., as the same may be amended from time to time (the "Act"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member and the Company agree as follows:

1. Name. The name of the Company is EZ-Flo International, LLC.
2. Purpose of the Company. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.
3. Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including, without limitation, the powers granted by the Act.
4. Principal Office; Registered Agent and Office.
 - a. Principal Office. Unless and until another principal office is selected by the Member, the Company shall be located at 2750 East Mission Blvd., Ontario, CA 91761.
 - b. Registered Agent and Office. The registered agent of the Company for service of process in the State of California and the registered office of the Company in the State of California shall be that person and location reflected in the Articles of Organization or such other person and location as the Member may designate. In the event the registered agent or registered office shall change, the Member shall promptly notify the California Secretary of State of such change in any manner permitted by the Act.

5. Member. The Member owns 100% of the membership interests of the Company. The name and the business, residence or mailing address of the Member are as follows:

<u>Name</u>	<u>Address</u>
Lahlouh Holding Co.	4155 Live Oak Lane, Yorba Linda, CA 92886

6. Term. The Company shall have a perpetual term until terminated at the election of the Member.

7. Capitalization. The Member's interest in the Company shall be represented as a percentage interest. Membership interests shall not be issued in certificated form.

8. Management.

a. Authority; Powers and Duties of the Member. The Company shall be member-managed. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

b. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her. The following individuals are hereby appointed as the Officers of the Company, until such time as any such Officer resigns or is removed or replaced by the Member.

<u>Title</u>	<u>Name</u>
President, Chief Executive Officer	Saleem A. Lahlouh
Secretary	Huda T. Lahlouh

Treasurer, Chief Financial Officer	Emmanuel Lahlouh
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9. Distributions. All distributions by the Company shall be made to the Member.

10. Income Tax Treatment. Pursuant to Treasury Regulation § 301.7701-3(b)(1)(ii) and corresponding provisions of relevant state and local income tax laws, the Company shall be disregarded as an entity separate from the Member for U.S. federal and relevant state and local income tax purposes and shall make no election to be treated otherwise.

11. Exculpation. Except as otherwise provided by the Act, the Member will not be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Member.

12. Indemnification.

- a. Covered Persons. As used herein, the term “Covered Person” means (i) the Member, (ii) each person who is or was an officer, director, shareholder, partner, member, manager, affiliate, employee, agent, or representative of the Member, and each of their respective affiliates, (iii) each person who is or was an officer, director, manager, employee, agent or representative of the Company, or was an officer, director, manager, employee, agent or representative of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise which was a predecessor of the Company.
- b. Indemnification. To the fullest extent permitted under the Act (after waiving all restrictions on indemnification other than those which cannot be eliminated or modified under the Act), as the same now exists or may hereafter be amended, substituted, or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide before such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, “Losses”) to which such Covered Person may become subject by reason of:
 - i. any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company or the Member in connection with the business of the Company; or
 - ii. such Covered Person being or acting in connection with the business of the Company as a member, shareholder, partner, affiliate, manager, director, officer, employee, agent, or representative of the Company, the Member or any of their respective affiliates, or such Covered Person serving or having served

at the request of the Company as a member, manager, director, officer, employee, agent or representative of any Person, including the Company;

provided, that such Loss did not arise from the Covered Person's conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law.

- iii. As used herein, "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof or other entity of any kind.
- c. Reimbursement. The Company shall promptly reimburse (or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 12; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 12, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.
- d. Entitlement to Indemnity. The indemnification provided by this Section 12 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 12 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 12 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.
- e. Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance (i) to cover Losses covered by the indemnification provisions contained in this Section 12 and (ii) to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties whether or not covered by the foregoing indemnifications, in each case, in such amount and with such deductibles as the Member may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained in this Section 12, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.
- f. Savings Clause. If this Section 12 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 12 to the

fullest extent permitted by any applicable portion of this Section 12 that shall not have been invalidated and to the fullest extent permitted by applicable law.

- g. Survival. The provisions of this Section 12 shall survive the dissolution, liquidation, winding up, and termination of the Company.

13. Transfers. The Member may transfer all, but not less than all, of its membership interest in the Company, and any attempted transfer in violation of this Section 13 shall be null and void *ab initio*. In the event of the transfer of the Member's entire membership interest, the transferee shall succeed to all of the Member's rights under this Agreement and shall be automatically admitted as the sole member of the Company as of the date of such transfer. No transfers shall be made of any membership interest in the Company without compliance with all applicable law.

14. Miscellaneous.

- a. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.
- b. Governing Law. This Agreement shall be governed by the laws of the State of California.
- c. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.
- d. Counterparts; Electronic Delivery. This Agreement may be executed and delivered to the Company in any number of counterparts (including by facsimile, email with scanned attachment or other electronic transmission) and, upon such execution and delivery, such counterparts shall have the same force and effect as an original and together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement effective as of the date first written above.

MEMBER:

Lahlouh Holding Co.

By: _____

Name: Saleem A. Lahlouh

Title: President

COMPANY:

EZ-Flo International, LLC

By: Lahlouh Holding Co.
its sole member

By: _____

Name: Saleem A. Lahlouh

Title: President