

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM793077

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	03/29/2022
<b>RESUBMIT DOCUMENT ID:</b>	900744000

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continuum Electro-Optics, Inc.		03/29/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Amplitude Laser, Inc.
<b>Street Address:</b>	532 Gibraltar Drive
<b>City:</b>	Milpitas
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95035
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	5122157	MINILITE
<b>Registration Number:</b>	2355214	LASER COMMANDER
<b>Registration Number:</b>	1695210	CONTINUUM

## CORRESPONDENCE DATA

Fax Number: 7132288778

*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.*

Phone: 7132288600

Email: higgins@obwbip.com

Correspondent Name: Osha Bergman Watanabe &amp; Burton, LLP

Address Line 1: 1100 Louisiana Street

Address Line 2: Suite 4900

Address Line 4: Houston, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	18183-001001
<b>NAME OF SUBMITTER:</b>	Sheri Higgins
<b>SIGNATURE:</b>	/Sheri Higgins/
<b>DATE SIGNED:</b>	03/09/2023

**Total Attachments: 9**

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of March 29, 2022, is entered into by and among Amplitude Laser, Inc., a Delaware corporation ("Amplitude Laser"), and Continuum Electro-Optics, Inc., a Delaware corporation ("Continuum").

**WHEREAS**, Continuum is a wholly owned subsidiary of Amplitude Laser; and

**WHEREAS**, the board of directors of each of Amplitude Laser and Continuum have approved and adopted this Agreement and the merger of Amplitude Laser with and into Continuum, and the other transactions contemplated by this Agreement, in each case after making a determination that this Agreement, such merger and other transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Amplitude Laser, in accordance with the Delaware General Corporation Law (the "DGCL"), will merge with and into Continuum, with Continuum as the surviving corporation, whose corporate name will be changed to Amplitude Laser, Inc. (the "Merger").

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 252 of the DGCL, Amplitude Laser shall be merged with and into Continuum at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of Amplitude Laser shall cease, and Continuum shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL.

2. Effective Time. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger in the form attached hereto as Exhibit A (the "Certificate of Merger") with the Secretary of State of the State of Delaware. The Merger shall become effective upon the later of the filing of the Certificate of Merger and April 1, 2022 (the "Effective Time").

3. Certificate of Incorporation; Name; Bylaws. At the Effective Time, the Certificate of Incorporation attached hereto as Attachment A to the Certificate of Merger shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by the DGCL and such Certificate of Incorporation. The name of the Surviving Corporation shall be "Amplitude Laser, Inc." At the Effective Time, the By-laws attached hereto as Exhibit B shall be the By-laws of the Surviving Corporation until thereafter amended as provided by the DGCL and such By-laws.

4. Treatment of Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Amplitude Laser or Continuum:

(a) each share of common stock of Amplitude Laser, issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive one validly issued, fully paid and non-assessable share of common stock, par value \$0.001 per share, of the Surviving Corporation; and

(b) each share of common stock of Continuum issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist at the Effective Time.

5. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at Amplitude Laser, Inc., 532 Gibraltar Drive, Milpitas, Santa Clara County, CA 95035.

6. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

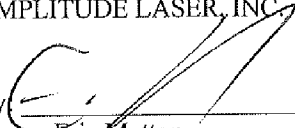
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Further Actions. Each of the parties hereto agrees to cooperate with each other party hereto, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, appropriate, or desirable to consummate and make effective, in the most expeditious manner practicable, the Merger, and executing and delivering such other instruments and doing and performing such other acts and things as may be necessary or reasonably desirable for the consummation of the Merger.

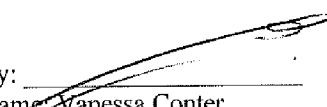
[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

AMPLITUDE LASER, INC

By:   
Name: Eric Mottay  
Title: President

CONTINUUM ELECTRO-OPTICS,  
INC.

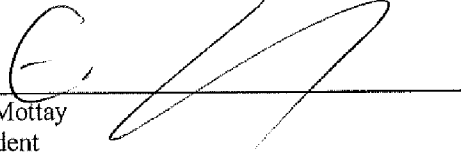
By:   
Name: Vanessa Conter  
Title: Treasurer and Secretary

IN WITNESS WHEREOF, Continuum Electro-Optics, Inc. has caused this Certificate of Merger to be executed by its duly authorized officer as of the 29<sup>th</sup> day of March, 2022.

CONTINUUM ELECTRO-OPTICS, INC.

By: \_\_\_\_\_

Eric Mottay  
President

A handwritten signature in black ink, appearing to be 'E Mottay', written over a horizontal line. The signature is stylized and cursive.

**EXHIBIT A**

**CERTIFICATE OF MERGER  
FOR THE MERGER OF AMPLITUDE LASER, INC.  
WITH AND INTO  
CONTINUUM ELECTRO-OPTICS, INC.**

Pursuant to Sections 103 and 251 of the  
General Corporation Law of the State of Delaware

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Continuum Electro-Optics, Inc., a Delaware corporation (the "Company"), does hereby certify to the following facts relating to the merger (the "Merger") of Amplitude Laser, Inc., a Delaware corporation ("Amplitude Laser"), with and into the Company, with the Company continuing as the surviving corporation of the Merger:

- FIRST: The Company and Amplitude Laser are the constituent corporations in the Merger, and each is a corporation incorporated pursuant to the laws of the State of Delaware.
- SECOND: An Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, executed and acknowledged by the Board of Directors of each of the Company and Amplitude Laser in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware and by the written consent of each of the Company's and Amplitude Laser's stockholders in accordance with Section 228 of the General Corporation Law of the State of Delaware.
- THIRD: The surviving corporation of the Merger shall be the Company (the "Surviving Corporation"). The name of the Surviving Corporation shall be Amplitude Laser, Inc.
- FOURTH: Upon the effectiveness of the Merger, the Certificate of Incorporation of the Company in effect immediately prior to the Merger shall be amended and restated to read in its entirety as set forth in Attachment A attached hereto, and, as so amended, shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation.
- FIFTH: The executed Merger Agreement is on file at the office of the Surviving Corporation at 532 Gibraltar Drive, Milpitas, Santa Clara County, CA 95035.
- SIXTH: A copy of the executed Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation of the Merger.
- SEVENTH: The Merger shall be effective on April 1, 2022.



**ATTACHMENT A**

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

AMPLITUDE LASER, INC.

FIRST: The name of the corporation is Amplitude Laser, Inc. (the "Corporation").

SECOND: It's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808, County of New Castle and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The amount of the total authorized capital stock of the Corporation is ONE HUNDRED THOUSAND (100,000) shares of Common Stock, par value \$0.001 per share.

FIFTH: The Corporation is to have perpetual existence.

SIXTH: In furtherance of and not in limitation of the powers conferred by the State of Delaware, it is further provided:

(a) The Board of Directors of the Corporation is expressly authorized to make, alter or repeal the By-Laws of the Corporation, subject only to such limitation, if any, as may be from time to time imposed by law or by the By-Laws.

(b) Election of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

(c) The books of the Corporation may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

SEVENTH: No director of the Corporation shall be personally liable to the corporation or to any of its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability; provided, however, that to the extent required from time to time by applicable law, this Paragraph Seventh shall not eliminate or limit the liability of a director, to the extent such liability is provided by applicable law, (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Paragraph Seventh shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to the effective date of such amendment or repeal.

EIGHTH: The number of authorized shares of any class or classes of stock of the Corporation may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote in accordance with the

terms of the last sentence of Section 242(b)(2) of the Delaware General Corporation Law and irrespective of the terms contained in the remainder of said Section 242(b)(2).

NINTH: The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and the Certificate of Incorporation of the Corporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

CONTINUUM ELECTRO-OPTICS, INC.

ACTION BY WRITTEN CONSENT OF THE  
SOLE DIRECTOR

March 29, 2022

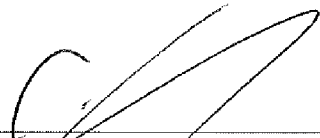
Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware and the Bylaws of Continuum Electro-Optics, Inc. (the "Bylaws"), a Delaware corporation (the "Company"), the undersigned, constituting sole Director, hereby takes the following actions and adopts the following resolutions by unanimous written consent without, and in lieu of, a meeting effective as of the date first set forth above:

**Election of Officers**

**RESOLVED:** That the following persons are hereby appointed as successors to the officers of the Company currently holding the offices in each case set forth opposite their respective names, to serve until their respective successors are duly elected and qualified or until such officer's earlier resignation or removal:

<b><u>Office</u></b>	<b><u>Current</u></b>	<b><u>Successor</u></b>
President	- Eric Mottay	- Eric Mottay
Chief Executive Officer	- Eric Mottay	- Eric Pesle
Chief Financial Officer	- Frank Romero	- Frank Romero
Secretary	- Vanessa Conter	- Vanessa Conter
Treasurer	- Vanessa Conter	- Vanessa Conter

**IN WITNESS WHEREOF**, this Action By Written Consent shall be effective as of the date first set forth above (which shall be the date the sole director's consent is received by the Company) and shall be filed with the minutes of the proceedings of the Board of Directors of the Company.

  
Eric Mottay, Sole director