

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM791992

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/30/2020
<b>RESUBMIT DOCUMENT ID:</b>	900748604

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Therapy Support, Inc.		12/04/2020	Corporation: MISSOURI

## RECEIVING PARTY DATA

<b>Name:</b>	National HME, Inc.
<b>Street Address:</b>	7501 Ester Blvd. Ste 100.
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Corporation: TEXAS

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4229308	EQUIPPING YOU FOR LIFE
<b>Registration Number:</b>	4055444	THERAPY SUPPORT
<b>Registration Number:</b>	2978748	THERA-HEAL

## 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.*

Phone: 17044933657  
 Email: mmcgill@kslaw.com  
 Correspondent Name: Maggie McGill  
 Address Line 1: 300 S. Tryon, Ste 2700  
 Address Line 4: Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	14804.253001
<b>NAME OF SUBMITTER:</b>	Maggie McGill
<b>SIGNATURE:</b>	/Maggie McGill/
<b>DATE SIGNED:</b>	03/06/2023

Total Attachments: 11

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**Form 622**  
**(Revised 12/15)**  
Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
**Filing Fee: see instructions**



This space reserved for office use.  
**FILED**  
In the Office of the  
Secretary of State of Texas  
**DEC 07 2020**

**Certificate of Merger  
Combination Merger Corporations Section  
Business Organizations Code**

**Parties to the Merger**

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

**Party 1**

**National HME, Inc.**

*Name of Organization*

The organization is a Corporation It is organized under the laws of

*Specify organizational form (e.g., for-profit corporation)*

TX USA

*State Country*

The file number, if any, is 0800630437

*Texas Secretary of State file number*

Its principal place of business is 7501 Esters Blvd. STE 100 Irving TX

*Address*

*City*

*State*

The organization will survive the merger.  The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

*Name as Amended*

**Party 2**

**Therapy Support, Inc.**

*Name of Organization*

The organization is a Corporation It is organized under the laws of

*Specify organizational form (e.g., for-profit corporation)*

MO USA

*State Country*

The file number, if any, is

*Texas Secretary of State file number*

Its principal place of business is 7501 Esters Blvd. STE 100 Irving TX

*Address*

*City*

*State*

The organization will survive the merger.  The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

*Name as Amended*

**Party 3**

*Name of Organization*

The organization is a \_\_\_\_\_ It is organized under the laws of \_\_\_\_\_

*Specify organizational form (e.g., for-profit corporation)*

The file number, if any, is \_\_\_\_\_  
State Country Texas Secretary of State file number

Its principal place of business is \_\_\_\_\_  
Address City State

- The organization will survive the merger.       The organization will not survive the merger.
- The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

**Plan of Merger**

- The plan of merger is attached.

*If the plan of merger is not attached, the following statements must be completed.*

**Alternative Statements**

Instead of providing the plan of merger, each domestic filing entity certifies that:

1. A plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.
2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

*Item 3A is the default selection. If the merger effected an amendment to, a restatement of, or an amendment and restatement of the certificate of formation of a surviving filing entity, you must select and complete one of the options shown below. Options 3B and 3C require the submission of the described attachment.*

- 3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.
- 3B.  No amendments to the certificate of formation of any filing entity are being effected by the merger or by the restated certificate of formation of the surviving filing entity named in the attached restated certificate of formation.
- 3C.  The plan of merger effected an amendment and restatement of the certificate of formation of a surviving filing entity. The amendments being made and the name of the surviving entity restating its certificate of formation are set forth in the attached restated certificate of formation containing amendments.
- 3D.  The plan of merger effected amendments or changes to the following surviving filing entity's certificate of formation.

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

*Amendment Text Area*

**4. Organizations Created by Merger**

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

*Name of New Organization 1* \_\_\_\_\_ *Jurisdiction* \_\_\_\_\_ *Entity Type (See instructions)* \_\_\_\_\_

*Principal Place of Business Address* \_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip Code* \_\_\_\_\_

*Name of New Organization 2* \_\_\_\_\_ *Jurisdiction* \_\_\_\_\_ *Entity Type (See instructions)* \_\_\_\_\_

*Principal Place of Business Address* \_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip Code* \_\_\_\_\_

*Name of New Organization 3* \_\_\_\_\_ *Jurisdiction* \_\_\_\_\_ *Entity Type (See instructions)* \_\_\_\_\_

*Principal Place of Business Address* \_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

**Approval of the Plan of Merger**

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

The approval of the owners or members of \_\_\_\_\_ *Name of domestic entity* was not required by the provisions of the BOC.

**Effectiveness of Filing (Select either A, B, or C.)**

A.  This document becomes effective when the document is accepted and filed by the secretary of state.

B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: December 30, 2020

C.  This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below: \_\_\_\_\_

Text Area

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**Tax Certificate**

- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- Instead of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: 12/4/20

**National HME, Inc.**

Merging Entity Name

DocuSigned by:

*Patrick Jennings*

Signature of authorized person (see instructions)

**Patrick Jennings**

Printed or typed name of authorized person

**Therapy Support, Inc.**

Merging Entity Name

DocuSigned by:

*Patrick Jennings*

Signature of authorized person (see instructions)

**Patrick Jennings**

Printed or typed name of authorized person

Merging Entity Name

Signature of authorized person (see instructions)

Printed or typed name of authorized person

**AGREEMENT AND PLAN OF MERGER**

**OF**

**THERAPY SUPPORT, INC.,**  
a Missouri corporation,

**WITH AND INTO**

**NATIONAL HME, INC.**  
a Texas corporation

Dated as of: December 30, 2020

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into, as of the date set forth above, by and among Therapy Support, Inc., a corporation organized and existing under the laws of the State of Missouri (the "Merged Entity"), and National HME, Inc., a corporation organized and existing under the laws of the State of Texas (the "Corporation").

**WITNESSETH**

**WHEREAS**, each of the (i) board of directors of the Merged Entity (the "Board of the Merged Entity"), (ii) sole member of the Merged Entity (the "Member"), (iii) the board of directors of the Corporation (the "Corporation Board") and (iv) the sole shareholder of the Corporation (the "Corporation Shareholder") deem it advisable and in the best interests of the Merged Entity and the Corporation that the Merged Entity be merged with and into the Corporation under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the General and Business Corporation Law of Missouri ("GBCL") and the Texas Business Organizations Code ("BOC");

**WHEREAS**, the Board, the Shareholder, the Corporation Board and the Corporation Shareholder have approved this Agreement; and

**WHEREAS**, for federal, and applicable state and local, income tax purposes, it is intended that the Merger (as defined below) shall qualify as a reorganization with the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

**NOW, THEREFORE**, the Merged Entity and the Corporation, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree as follows:

**ARTICLE I**  
**MERGER**

**Section 1.1** At the Effective Time (as defined below), the Merged Entity shall be merged with and into the Corporation in accordance with the GBCL and the BOC (the

"Merger"), whereupon the separate existence of the Merged Entity shall cease, and the Corporation shall be the surviving entity of the Merger (the "Surviving Corporation") and shall succeed to all of the rights, obligations, assets, and liabilities of the Merged Entity, as provided by applicable law. The Merged Entity will prepare and execute a certificate of merger, attached hereto as Exhibit A (the "MO Certificate"), and deliver it to the Department of State of the State of Missouri for filing in accordance with the GBCL. The Corporation will prepare and execute a certificate of merger, attached hereto as Exhibit B (the "TX Certificate" and together with the MO Certificate, the "Merger Certificates"), and deliver it to the Secretary of State of the State of Texas for filing in accordance with the BOC. The Merger shall be effective upon the effective date set forth on the TX Certificate (a copy of which will be provided to the Secretary of State of the State of Missouri) (the "Effective Time").

Section 1.2 The existing certificate of formation of the Corporation (the "Certificate of Formation") shall be the Certificate of Formation of the Surviving Corporation until such time as it is amended as therein provided or in accordance with applicable law.

Section 1.3 The existing bylaws of the Corporation (the "Bylaws") shall be the Bylaws of the Surviving Corporation until such time as they are altered, amended or repealed as therein provided or in accordance with applicable law.

Section 1.4 The persons who are officers of the Corporation immediately prior to the Effective Time shall, after the Merger, continue as officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws, until their successors have been duly elected and qualified in accordance with the Bylaws.

Section 1.5 The name of the Surviving Corporation after the Effective Time shall be "National HME, Inc."

Section 1.6 For U.S. federal, and applicable state and local, income tax purposes, it is intended that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and the Treasury Regulations promulgated thereunder. This Agreement is intended to constitute, and the parties hereto hereby adopt this Agreement as, a "plan of reorganization" for purposes of Sections 354, 361 and 368 of the Code.

## **ARTICLE II**

### **TERMS AND CONDITIONS OF THE MERGER**

Section 2.1 Prior to the Effective Time, the Merged Entity and the Corporation shall take all such actions as shall be necessary or appropriate in order to effect the Merger. If, at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable in order to vest in or confirm to the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Merged Entity, then the Merged Entity shall promptly execute and deliver to the Surviving Corporation all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest



in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, and franchises and otherwise to carry out the purposes of this Agreement.

Section 2.2. The Surviving Corporation will promptly pay to the dissenting shareholders of any constituent corporation organized under the laws of the State of Texas the amount, if any, to which they shall be entitled under the provisions of the BOC with respect to the rights of the dissenting shareholders.

### **ARTICLE III** **CONVERSION OF SHARES**

Section 3.1 The Merged Entity is presently authorized to issue up to 30,000 shares of common stock (the "Common Stock"), with 30,000 such shares of Common Stock issued and outstanding immediately prior to the Effective Time and held by the Shareholder (the "Merged Entity Shares"), and the Merged Entity Shares represent the entire issued and outstanding capital stock of the Merged Entity.

Section 3.2 At the Effective Time, as a result of the Merger and without any action on the part of the Merged Entity or the Surviving Corporation, the Merged Entity Shares shall be cancelled and extinguished and converted into and exchanged into a right to receive one hundred shares of the Surviving Corporation. All outstanding stock certificates of the Merged Entity shall be cancelled and void as of the Effective Time. No other cash, shares, securities or obligations will be distributed or issued upon conversion of the Merged Entity Shares.

Section 3.3 After the Effective Time, the Shareholder shall cease to have any rights as a shareholder of the Merged Entity, except the right to receive shares of the Surviving Corporation pursuant to Section 3.2 above and except as expressly reserved to such Shareholder by statute.

### **ARTICLE IV** **SURVIVING CORPORATION IS A TEXAS CORPORATION**

Section 4.1 The Surviving Corporation may be served with process in the State of Missouri in any proceeding based upon any cause of action against any constituent corporation organized under the laws of the State of Missouri arising in the State of Missouri before the issuance of a certificate of merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any constituent corporation organized under the laws of the State of Missouri against the Surviving Corporation

Section 4.2 The Secretary of the State of Missouri shall be and hereby is irrevocably appointed as the agent of the Surviving Corporation to accept service of process in any such proceeding and the address to which the service of process in any such proceeding shall be mailed is:

NATIONAL HME, INC.  
Attn: Chief Financial Officer  
7501 Esters Blvd., Suite 100  
Irving, TX 75063

Section 4.3 The Surviving Corporation will promptly pay to the dissenting shareholders of any constituent corporation organized under the laws of the State of Missouri or the State of Texas the amount, if any, to which they shall be entitled under the provisions of the GBCL or BOC with respect to the rights of the dissenting shareholders.

**ARTICLE V**  
**MISCELLANEOUS**

Section 5.1 Notwithstanding anything herein to the contrary, the Corporation Shareholder, the Corporation Board, the Merged Entity Board or the Stockholder may, at any time prior to the Effective Time, by resolution duly adopted, abandon the Merger if it or they shall deem such action necessary, desirable and in the best interests of the respective companies' owners. In the event of such determination and the abandonment of this Agreement pursuant to the provisions of this Section 4.1, this Agreement shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either the Corporation or the Merged Entity, or their respective directors, managers, officers, members, or stockholders, as the case may be.

Section 5.2 This Agreement constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings between them with respect to such matters.

Section 5.3 This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Texas, and in so far as applicable, the merger provisions of the BOC.

Section 5.5 On written request, a copy of this Agreement will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the Merger at the time of the Merger if a liability or obligation is then outstanding.

Section 5.6 No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.

Section 5.7 This Agreement may be executed in one or more counterparts, which when taken together shall constitute one and the same agreement. Facsimile or other electronic signatures to this Agreement shall have the same effect as original signatures.

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

Merged Entity:

**THERAPY SUPPORT, INC.**

DocuSigned by:  
By: Patrick Jennings  
Name: Patrick Jennings  
Title: Secretary and Treasurer

Corporation:

**NATIONAL HME, INC.**

DocuSigned by:  
By: Patrick Jennings  
Name: Patrick Jennings  
Title: Secretary and Treasurer

*(SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER - THERAPY SUPPORT, INC.)*

**Exhibit A**

**Certificate of Merger (MO)**

**[Intentionally Omitted]**

**Exhibit B**

**Certificate of Merger (TX)**

[Intentionally Omitted]