

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	01/26/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Z & Z Holding Company, Inc.		01/26/2023	Corporation: NEW JERSEY
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
Z&Z HOLDING COMPANY MERGER, LLC	01/26/2023	Limited Liability Company: NEW JERSEY	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Z&Z HOLDING COMPANY MERGER, LLC		
Street Address:	370 Market Street		
City:	Kenilworth		
State/Country:	NEW JERSEY		
Postal Code:	07033		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5930544	MORE THAN A SUPPLY HOUSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5039941650		
Email:	docketing@krdglaw.com		
Correspondent Name:	Thomas J. Romano		
Address Line 1:	621 SW Morrison Street #1100		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	JNT446		
NAME OF SUBMITTER:	Thomas J Romano		
SIGNATURE:	/Thomas Romano/		
DATE SIGNED:	05/01/2023		

OP \$40.00 5930544

Total Attachments: 9

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CSC

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CSC- Ewing
Suite 160
100 Princeton South Corporate Center
Ewing, NJ 08628
800-631-2155
609-530-0877 (Fax)

Matter# 63544-0002

Order# 417895-20

Project Id :

Order Date 01/27/2023

Entity Name: Z&Z HOLDING COMPANY MERGER, LLC

Jurisdiction: NJ - State of New Jersey

Request for: Domestic Merger Filing

File#: 0450911118

File Date: 01/30/2023

Result: Filed

Ordered by KIM CALKIN at COLE SCHOTZ P.C.

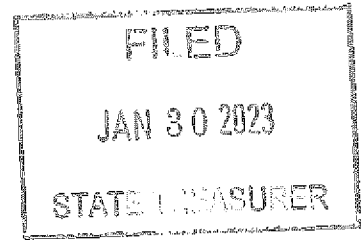
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Betty-Jean Konieczny

bkoniecz@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.



CERTIFICATE OF MERGER
OF

Z & Z HOLDING COMPANY, INC., a New Jersey Corporation

WITH AND INTO

Z&Z HOLDING COMPANY MERGER, LLC, a New Jersey Limited Liability Company

Pursuant to the provisions of Sections 14A:10-1 and 14A:10-4.1 of the New Jersey Business Corporation Act (the "Corporation Act") and Section 42:2C et seq. of the New Jersey Limited Liability Company Act (the "LLC Act"), it is hereby certified that:

1. The names of the merging entities are Z & Z HOLDING COMPANY, INC. (ID# 0101024691), a corporation incorporated under the laws of the State of New Jersey (the "Merging Entity"), and Z&Z HOLDING COMPANY MERGER, LLC (ID# 0450911118), a limited liability company organized under the laws of the State of New Jersey (the "Surviving Entity").

2. Attached hereto as Exhibit "A" and made a part hereof is the Plan of Merger (the "Plan") for merging Z & Z HOLDING COMPANY, INC. with and into Z&Z HOLDING COMPANY MERGER, LLC, as approved by the sole shareholder and the directors of the Merging Entity and the sole member of the Surviving Entity.

3. The number of shares of the Merging Entity which were entitled to vote at the time of the approval of the Plan by the sole shareholder of the Merging Entity is two hundred (200) shares, all of which are common shares. The sole shareholder of the Merging Entity approved the Plan pursuant to its written consent in lieu of a meeting of the sole shareholder. The number of shares represented by such consent with respect to the Merging Entity is two hundred (200). The date of the written consent and approval was January 26, 2023.

4. The sole member of the Surviving Entity approved the Plan pursuant to its written consent in lieu of a meeting of the sole member. The date of the written consent and approval was January 26, 2023.

5. Z&Z HOLDING COMPANY MERGER, LLC will continue its existence as the Surviving Entity pursuant to the provisions of the LLC Act.

6. The Plan is on file at the office of the Surviving Entity, which is located at 370 Market Street, Kenilworth, New Jersey 07033.

7. A copy of the Plan shall be furnished by the Surviving Entity, upon request and without cost, to any of the shareholders of the Merging Entity or any member of the Surviving Entity.

8. This Certificate of Merger shall be effective upon filing.

S3179450
J. Stobbs
J. Stobbs
63544/0002-44538035v1

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Merger as of this 26 day of January, 2023.

Merging Entity:

Z & Z HOLDING COMPANY, INC.
a New Jersey corporation

DocuSigned by:
Francis Zimmermann
By: _____
Name: Francis Zimmermann
Title: President

Surviving Entity:

Z&Z HOLDING COMPANY MERGER,
LLC,
a New Jersey limited liability company

DocuSigned by:
Francis Zimmermann
By: _____
Name: Francis Zimmermann
Title: Authorized Signatory

EXHIBIT "A"
PLAN OF MERGER
[See attached]

63541/0002-44538035v1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") dated as of January 26, 2023 is entered into by and between Z & Z HOLDING COMPANY, INC., a New Jersey corporation (the "Terminating Company"), and Z&Z HOLDING COMPANY MERGER, LLC, a New Jersey limited liability company (the "Surviving Company").

WHEREAS, the board of directors and the sole shareholder of the Terminating Company and sole member of the Surviving Company deem it advisable to merge the Terminating Company with and into the Surviving Company upon the terms and conditions contained in this Merger Agreement, to achieve greater efficiency and economy of management of the businesses and for the general welfare and advantage of the Surviving Company; and

WHEREAS, the board of directors and the sole shareholder of the Terminating Company and the sole member of the Surviving Company have authorized the execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby.

NOW THEREFORE, in consideration of the promises and mutual agreements, provisions, covenants and grants contained in this Merger Agreement, the Terminating Company and Surviving Company agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Merger Agreement, and in accordance with the New Jersey Business Corporation Act, as amended (the "NJ BCA") and the New Jersey Revised Uniform Limited Liability Company Act, as amended (the "LLC Act"), the Terminating Company shall be merged with and into a single limited liability company, to wit, the Surviving Company (the "Merger"), pursuant to the filing of Certificate of Merger with the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services. Upon the Effective Time of the Merger, as defined in Section 2 below, the separate existence of the Terminating Company shall cease and, in accordance with the provisions of the NJ BCA and the LLC Act, and except as otherwise set forth in this Merger Agreement, the name, rights, organization and existence of the Surviving Company shall remain intact and be that of the Surviving Company.

2. **Member.** The sole member of the Surviving Company immediately upon consummation of the Merger, its capital accounts as of the Effective Time and its percentage interests in the net profits and net losses of the Surviving Company are set forth in the Operating Agreement of the Surviving Company, dated as of January 26, 2023 (the "Operating Agreement"). On the Effective Date, all of the shares of capital stock of the Terminating Company shall be terminated and shall cease to exist.

3. **Name.** The name of the Surviving Company will be Z&Z HOLDING COMPANY MERGER, LLC.

4. **Certificate of Formation and Operating Agreement.** The Certificate of Formation of the Surviving Company, as the same shall be in force and effect in the State of New Jersey at the Effective Time of the Merger, shall continue to be the Certificate of Formation of said Surviving Company until amended and changed pursuant to the provisions of the LLC Act. Simultaneously

with the effectiveness of the Merger, (i) the Operating Agreement of the Surviving Company shall govern the business and ownership of the Surviving Company, and (ii) the certificate of incorporation, bylaws and other governing documents of the Terminating Company in effect immediately prior to the Effective Date shall immediately and automatically terminate as of the Effective Date, with no further action required.

5. **Effects of the Merger.** At the Effective Time of the Merger, all the property, rights, immunities, privileges, powers and franchises, public or private, of the Terminating Company, and all debts due to the Terminating Company from whatever account, including subscriptions to shares and all other things in action, and all and every other interest belonging to or due to the Terminating Company, shall be vested in the Surviving Company without further act or deed and shall be thereafter the property of the Surviving Company as effectively as they were of the Terminating Company. The title to any real estate, whether vested by deed or otherwise in the Terminating Company, if any, shall not revert or be in any way impaired by reason of the Merger. The Surviving Company shall thereafter be responsible for all the debts, liabilities, obligations and duties of the Terminating Company which shall thereafter attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties has been incurred or contracted by it. The liabilities of the Terminating Company shall not be affected, nor shall the rights of creditors thereof or of any person dealing with the Terminating Company, or any liens upon the property of the Terminating Company, be impaired by the Merger, and all rights of creditors and all liens upon any property of the Terminating Company shall be preserved unimpaired. Any action or proceeding pending by or against the Terminating Company may be prosecuted to judgment the same as if the Merger had not taken place, which judgment shall be binding upon the Surviving Company. The Surviving Company consents to be sued and served with process in the State of New Jersey and irrevocably appoints the State of New Jersey as its agent to accept service of process in any proceeding in the State of New Jersey to enforce against the Surviving Company any obligation of any of the Terminating Company.

6. **Other Actions.** The managers, officers and/or authorized signatories of each of the Terminating Company and the Surviving Company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger herein provided for.

7. **Additional Actions.** In the event that this Merger Agreement shall have been fully approved and adopted upon behalf of the Terminating Company and upon behalf of the Surviving Company in accordance with the provisions of the NJ BCA and LLC Act, the Terminating Company and the Surviving Company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of New Jersey, and that they will cause to be performed all necessary acts within the State of New Jersey and elsewhere to effectuate the Merger.

8. **Governing Law.** This Merger Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

9. **Descriptive Headings.** The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement and Plan of Merger.

10. **Counterparts.** For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement.

11. **Amendments.** This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement as of the date hereof. Any amendment to this Agreement shall be approved by both the Terminating Company and the Surviving Company.

12. **Third-Party Beneficiaries.** Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective members, any rights or remedies under or by reason of this Agreement except as allowed by applicable laws of the State of New Jersey.

13. **Entire Agreement.** This Agreement embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Agreement.

14. **Termination.** This Agreement may be terminated or abandoned at any time prior to the filing of the Certificate of Merger with the State of New Jersey, by mutual written agreement of the Terminating Company and the Surviving Company.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement and Plan of Merger to be executed as of the 26 day of January, 2023.

SURVIVING COMPANY:

Z&Z HOLDING COMPANY MERGER, LLC

DocuSigned by:
By: Francis Zimmermann
Name: Francis Zimmermann
Title: Authorized Signatory

TERMINATING COMPANY:

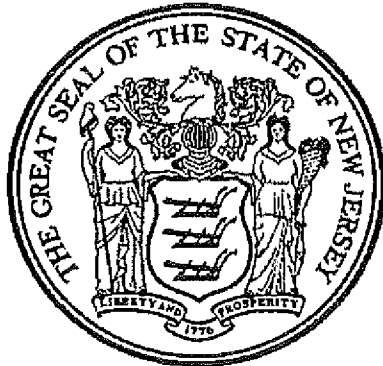
Z & Z HOLDING COMPANY, INC.

DocuSigned by:
By: Francis Zimmermann
Name: Francis Zimmermann
Title: Authorized Officer

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)
0450911118

Z&Z HOLDING COMPANY MERGER, LLC

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
Filed in this office
January 30, 2023
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



Certificate Number: 144674259

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
1st day of February, 2023*

*Elizabeth Maher Muoio
State Treasurer*