

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820031

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/30/2022		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vaporfi Franchising LLC		09/19/2022	Limited Liability Company: DELAWARE
TPB Shark, LLC		09/19/2022	Limited Liability Company: DELAWARE
TPB International, LLC		09/19/2022	Limited Liability Company: DELAWARE
Nu-X Ventures, LLC		09/19/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPB Beast LLC		
<b>Street Address:</b>	5201 Interchange Way		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40229		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4601537	VAPORSHARK	
<b>Registration Number:</b>	5787061	VAPORSHARK	
<b>Registration Number:</b>	5530712	VAPORSHARK	
<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>	5026252887		
<b>Email:</b>	aberge@grayice.com		
<b>Correspondent Name:</b>	Amy B. Berge		
<b>Address Line 1:</b>	4600 Shelbyville Road #8022		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40257		
<b>NAME OF SUBMITTER:</b>	Amy B. Berge		

OP \$90.00 4601537

<b>SIGNATURE:</b>	/Amy B. Berge/
<b>DATE SIGNED:</b>	06/27/2023
<b>Total Attachments: 20</b> source=Merger to TPB Beast, LLC - 9-22-2022#page1.tif source=Merger to TPB Beast, LLC - 9-22-2022#page2.tif source=Merger to TPB Beast, LLC - 9-22-2022#page3.tif source=Merger to TPB Beast, LLC - 9-22-2022#page4.tif source=Merger to TPB Beast, LLC - 9-22-2022#page5.tif source=Merger to TPB Beast, LLC - 9-22-2022#page6.tif source=Merger to TPB Beast, LLC - 9-22-2022#page7.tif source=Merger to TPB Beast, LLC - 9-22-2022#page8.tif source=Merger to TPB Beast, LLC - 9-22-2022#page9.tif source=Merger to TPB Beast, LLC - 9-22-2022#page10.tif source=Merger to TPB Beast, LLC - 9-22-2022#page11.tif source=Merger to TPB Beast, LLC - 9-22-2022#page12.tif source=Merger to TPB Beast, LLC - 9-22-2022#page13.tif source=Merger to TPB Beast, LLC - 9-22-2022#page14.tif source=Merger to TPB Beast, LLC - 9-22-2022#page15.tif source=Merger to TPB Beast, LLC - 9-22-2022#page16.tif source=Merger to TPB Beast, LLC - 9-22-2022#page17.tif source=Merger to TPB Beast, LLC - 9-22-2022#page18.tif source=Merger to TPB Beast, LLC - 9-22-2022#page19.tif source=Merger to TPB Beast, LLC - 9-22-2022#page20.tif	

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VAPORFI FRANCHISING LLC", A DELAWARE LIMITED LIABILITY COMPANY,


"TPB SHARK, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"TPB INTERNATIONAL, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"NU-X VENTURES, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "TPB BEAST LLC" UNDER THE NAME OF "TPB BEAST LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF SEPTEMBER, A.D. 2022, AT 9:58 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF SEPTEMBER, A.D. 2022 AT 10 O'CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

6543354 8100M  
SR# 20223590477

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204455623  
Date: 09-22-22

TRADEMARK  
REEL: 008112 FRAME: 0003

State of Delaware  
Certificate of Merger of  
a Domestic Limited Liability Company  
Into a Domestic Limited Liability Company

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

First: The name of the surviving limited liability company is TPB Beast LLC, a Delaware limited liability company ("Survivor"), and the names of the limited liability companies being merged into Survivor are Nu-X Ventures, LLC, a Delaware limited liability company ("Nu-X"), TPB International, LLC, a Delaware limited liability company ("TPB International"), TPB Shark, LLC, a Delaware limited liability company ("TPB Shark"), and Vaporfi Franchising LLC, a Delaware limited liability company ("Vaporfi", and together with Nu-X, TPB International and TPB Shark, the "Merged Entities").

Second: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

Third: The name of the surviving limited liability company is TPB Beast LLC, a Delaware limited liability company.

Fourth: The Certificate of Formation of Survivor shall be its Certificate of Formation.

Fifth: The merger is to become effective at 10:00 a.m. Eastern Standard Time on September 30, 2022.

Sixth: The Agreement of Merger is on file at 5201 Interchange Way, Louisville, Kentucky 40229, the place of business of Survivor.

Seventh: A copy of the Agreement and Plan of Merger will be furnished by the Survivor on request, without cost, to any member of the limited liability companies or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, Survivor has caused this certificate to be signed by an authorized person, this 20th day of September, A.D., 2022.

TPB BEAST LLC

DocuSigned by:  
*Brittani Cushman*  
By: \_\_\_\_\_

Name: Brittani Cushman  
Title: Manager

0123790.0758181 4888-1461-2779v2

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 09:58 AM 09/22/2022  
FILED 09:58 AM 09/22/2022  
SR 20223590477 - File Number 6543354

VAPORFI FRANCHISING, LLC

Joint Written Consent  
of Managers and Sole Member

September 19, 2022

Pursuant to the provisions of the Delaware Limited Liability Company Act, the undersigned, being all of the managers and the sole member of Vaporfi Franchising, LLC, a Delaware limited liability company (the "Company"), hereby dispense with the formality of a joint meeting, waive notice of the time, place and purpose of a meeting, and execute this Written Consent for the purpose of adopting and consenting to the following recitals and resolutions to the same extent and to have the same force and effect as if adopted at a formal joint meeting of the managers and the sole member duly called and held for the purpose of acting upon proposals to adopt such recitals and resolutions:

MERGER WITH TPB BEAST LLC

WHEREAS, the undersigned deem it advisable and in the best interest of the Company that it be merged (the "Merger") with and into TPB Beast LLC, a Delaware limited liability company ("TPB Beast"), pursuant to an Agreement and Plan of Merger (the "Plan of Merger") by and among the Company, TPB Beast and certain of their affiliates, in the form attached to the Written Consent through which these resolutions are adopted as *Exhibit A*.

NOW, THEREFORE, BE IT:

RESOLVED, that the Merger is hereby approved, and the Plan of Merger is hereby approved and adopted in all respects; and

FURTHER RESOLVED, that, pursuant to the Plan of Merger, the Company be merged with and into TPB Beast in accordance with Section 18-209 of the Delaware Limited Liability Company Act, and upon the terms set forth in the Plan of Merger, effective on September 30, 2022; and

FURTHER RESOLVED, that each of the undersigned managers and/or each officer of the Company, as the case may be, is hereby authorized and directed to take all such actions, and to execute, deliver and file all such agreements, instruments and documents (including duly executing and delivering the Plan of Merger on behalf of the Company, and filing a Certificate of Merger as prescribed by law with the Delaware Secretary of State), as such person(s) may deem to be

necessary or appropriate to effect the Merger contemplated by the Plan of Merger;  
and

**FURTHER RESOLVED**, that each of the undersigned managers and/or each officer of the Company, as the case may be, is hereby further authorized and directed to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable, in the opinion of such manager or officer, a true copy of the Written Consent through which the foregoing resolutions were adopted.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first written above.

**MANAGERS:**

DocuSigned by:  
*Yavor Efremov*  
Yavor Efremov

DocuSigned by:  
*Lenne Reformina*  
Lenne Reformina

DocuSigned by:  
*Brittani Cushman*  
Brittani Cushman

DocuSigned by:  
*Brian Wigginton*  
Brian Wigginton

**SOLE MEMBER:**

TPB INTERNATIONAL, LLC  
A Delaware Limited Liability Company

DocuSigned by:  
*Brittani Cushman*  
E537FA688BAE4BB...

Name: Brittani Cushman

Title: Manager

EXHIBIT A  
PLAN OF MERGER

(See Attached)

0123790.0758181 4886-6672-6707v1



AGREEMENT AND PLAN OF MERGER  
OF  
NU-X VENTURES, LLC,  
TPB INTERNATIONAL, LLC,  
VAPORFI FRANCHISING, LLC  
AND  
TPB SHARK, LLC,  
WITH AND INTO  
TPB BEAST LLC

This is an Agreement and Plan of Merger (this "Agreement") dated as September 19, 2022, by and among Nu-X Ventures, LLC, a Delaware limited liability company ("Nu-X"), TPB International, LLC, a Delaware limited liability company ("TPB International"), Vaporfi Franchising, LLC, a Delaware limited liability company ("Vaporfi"), TPB Shark, LLC, a Delaware limited liability company ("TPB Shark"), and together with Nu-X, TPB International and Vaporfi, the "Merged Entities", and TPB Beast LLC, a Delaware limited liability company (the "Company" and together with the Merged Entities, the "Parties").

**Recital**

WHEREAS, the managers and sole member of the Company and the managers and sole member of each of the Merged Entities, respectively, have determined that it is advisable and generally to the advantage and welfare of the Parties for the Merged Entities to merge with and into the Company under the provisions of the Delaware Limited Liability Company Act (the "DLLCA").

**Agreement**

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual agreements herein and of the mutual benefits hereby provided, it is agreed by and between the Parties as follows:

**SECTION 1-MERGERS**

1.1. Constituent Entities. The constituent business entities that are to merge are (a) Nu-X Ventures, LLC, a Delaware limited liability company, (b) TPB International, LLC, a Delaware limited liability company, (c) TPB Shark, LLC, a Delaware limited liability company, (d) Vaporfi Franchising, LLC, a Delaware limited liability company, and (e) TPB Beast LLC, a Delaware limited liability company.

1.2. Mergers; Retention of Limited Liability. In accordance with the provisions of this Agreement and the DLLCA, the Merged Entities will merge with and into the Company (the "Mergers"), the separate existence of the Merged Entities will cease, and the Company will be, and is sometimes referred to below as, the "Surviving Entity," and the name of the Surviving Entity is "TPB Beast LLC." The Surviving Entity will retain limited liability.

1.3. Filing and Effectiveness. The effectiveness of the Mergers is conditioned upon the completion of the following actions:

(a) Adoption and approval of this Agreement and the respective Mergers by the managers and sole member of the Company and the managers and sole member of each Merged Entity in accordance with the requirements of the DLLCA; and

(b) Filing an effective and executed Certificate of Merger with respect to the Mergers with the Secretary of State of the State of Delaware.

Subject to the completion of the foregoing, the Mergers shall become effective on September 30, 2022 (the "Effective Time").

1.4. Effect of the Mergers. At the Effective Time, the separate existence of the Merged Entities will cease and the Company, as the Surviving Entity, will (a) continue to possess all of its assets, rights, powers, and property as constituted immediately before the Effective Time and retain its limited liability, (b) succeed, without other transfer, to all of the assets, rights, powers, and property of the Merged Entities in the manner more fully set forth in the DLLCA, (c) continue to be subject to all of the debts, liabilities, and obligations of the Company as constituted immediately before the Effective Time, and (d) succeed, without other transfer, to all of the debts, liabilities and obligations of the Merged Entities in the same manner as if the Company had itself incurred them, all as more fully provided under the applicable provisions of the DLLCA.

## SECTION 2-CHARTER DOCUMENTS; MANAGERS; OFFICERS

2.1. Certificate of Formation and Limited Liability Company Agreement. In connection with the Mergers, the Certificate of Formation and Limited Liability Company Agreement ("LLC Agreement") of the Company as in effect immediately before the Effective Time will continue in full force and effect immediately after the Effective Time as the Certificate of Formation and LLC Agreement of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law. No changes to the Company's Certificate of Formation are desired to be effected by the Mergers.

2.2. Managers and Officers. The managers and officers of the Company immediately before the Effective Time will be the managers and officers of the Surviving Entity until their successors are duly elected and qualified or as otherwise provided by law or by the Certificate of Formation or LLC Agreement of the Surviving Entity.

## SECTION 3-MANNER OF CONVERSION OF UNITS

3.1 The Merged Entities' Membership Interests. Upon the Effective Time, by virtue of the Mergers and without any action by the Parties, all of the membership interests of each of the Merged Entities held by the sole member of each of the Merged Entities before the Effective Time shall automatically be canceled.

3.2 The Company's Membership Interests. Upon the Effective Time, all of the membership interests held by the sole member of the Company immediately before the Effective Time will remain outstanding.

#### SECTION 4-GENERAL

4.1. Further Assurances. From time to time, as and when required by the Company or by its successors or assigns, the Merged Entities will execute and deliver such deeds and other instruments, and the Merged Entities will take or cause to be taken such further actions, as are appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of the Merged Entities and otherwise to carry out the purposes of this Agreement. The managers and officers of the Company are fully authorized in the name and on behalf of the Merged Entities or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2. Registered Office. The registered office of the Surviving Entity in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801. The Corporation Trust Company is the registered agent of the Surviving Entity at such address.

4.3. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Entity, and copies thereof will be furnished to any stockholder or member of either Party, upon request and without cost.

4.4. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law rules or principles.

4.5. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### SECTION 5-AMENDMENT; TERMINATION

Before the filing of an executed Certificate of Merger with the Secretary of State of the State of Delaware, this Agreement may be terminated at any time by the written consent of both the managers of the Company and the managers of each of the Merged Entities whether before or after approval by the sole member of the Company or the sole member of each of the Merged Entities.

[Signature Page Follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement and Plan of Merger as of the date first set forth above.

**MERGED ENTITIES:**

**NU-X VENTURES, LLC**

By: <sup>DocuSigned by:</sup> Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**TPB INTERNATIONAL, LLC**

By: <sup>DocuSigned by:</sup> Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**TPB SHARK, LLC**

By: <sup>DocuSigned by:</sup> Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**VAPORFI FRANCHISING, LLC**

By: <sup>DocuSigned by:</sup> Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**SURVIVING ENTITY:**

**TPB BEAST LLC**

By: <sup>DocuSigned by:</sup> Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

TPB BEAST LLC

Joint Written Consent  
of Managers and Sole Member

September 19, 2022

Pursuant to the provisions of the Delaware Limited Liability Company Act, the undersigned, being all of the managers and the sole member TPB Beast LLC, a Delaware limited liability company (the "Company"), hereby dispense with the formality of a joint meeting, waive notice of the time, place and purpose of a meeting, and execute this Written Consent for the purpose of adopting and consenting to the following recitals and resolutions to the same extent and to have the same force and effect as if adopted at a formal joint meeting of the managers and the sole member duly called and held for the purpose of acting upon proposals to adopt such recitals and resolutions:

MERGER WITH DELAWARE AFFILIATES

WHEREAS, the undersigned deem it advisable and in the best interest of the Company that Nu-X Ventures, LLC, a Delaware limited liability company ("Nu-X"), TPB International, LLC, a Delaware limited liability company ("TPB International"), Vaporfi Franchising, LLC, a Delaware limited liability company ("Vaporfi"), and TPB Shark, LLC, a Delaware limited liability company ("TPB Shark"), and together with Nu-X, TPB International and Vaporfi, the "Merged Entities", be merged with and into the Company (the "Mergers") pursuant to an Agreement and Plan of Merger (the "Plan of Merger") by and among the Company and the Merged Entities, in the form attached to the Written Consent through which these resolutions are adopted as *Exhibit A*.

NOW, THEREFORE, BE IT:

RESOLVED, that the Mergers are hereby approved, and the Plan of Merger is hereby approved and adopted in all respects; and

FURTHER RESOLVED, that, pursuant to the Plan of Merger, the Merged Entities be merged with and into the Company in accordance with Section 18-209 of the Delaware Limited Liability Company Act, and upon the terms set forth in the Plan of Merger, effective on September 30, 2022; and

FURTHER RESOLVED, that each of the undersigned managers and/or each officer of the Company, as the case may be, is hereby authorized and directed to

take all such actions, and to execute, deliver and file all such agreements, instruments and documents (including duly executing and delivering the Plan of Merger on behalf of the Company and filing one or more Certificates of Merger as prescribed by law with the Delaware Secretary of State), as such person(s) may deem to be necessary or appropriate to effect the Mergers contemplated by the Plan of Merger; and

FURTHER RESOLVED, that each of the undersigned managers and/or each officer of the Company, as the case may be, is hereby further authorized and directed to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable, in the opinion of such manager or officer, a true copy of the Written Consent through which the foregoing resolutions were adopted.

**MERGER WITH VAPOR SHARK FRANCHISING, LLC**  
(a Florida limited liability company)

WHEREAS, the undersigned also deem it advisable and in the best interest of the Company that Vapor Shark Franchising, LLC, a Florida limited liability company (the "Vapor Shark"), be merged with and into the Company (the "Vapor Shark Merger") pursuant to an Agreement and Plan of Merger (the "Vapor Shark Plan of Merger") by and among the Company and Vapor Shark, in the form attached to the Written Consent through which these resolutions are adopted as *Exhibit B*.

NOW, THEREFORE, BE IT:

RESOLVED, that the Vapor Shark Merger is hereby approved, and the Vapor Shark Plan of Merger is hereby approved and adopted in all respects; and

FURTHER RESOLVED, that Vapor Shark be merged with and into the Company in accordance with Section 18-209 of the Delaware Limited Liability Company Act and Section 605.1021 of the Florida Revised Limited Liability Company Act, and upon the terms set forth in the Vapor Shark Plan of Merger, effective on September 30, 2022; and

FURTHER RESOLVED, that each of the undersigned managers and/or each officer of the Company, as the case may be, is hereby authorized and directed to take all such actions, and to execute, deliver and file all such agreements, instruments and documents (including duly executing and delivering the Vapor Shark Plan of Merger on behalf of the Company and filing a Certificate of Merger as prescribed by law with the Delaware Secretary of State and Articles of Merger as prescribed by law with the Florida Secretary of State), as such person(s) may deem to be necessary or appropriate to effect the Vapor Shark Merger contemplated by the Vapor Shark Plan of Merger; and

**FURTHER RESOLVED**, that each of the undersigned managers and/or each officer of the Company, as the case may be, is hereby further authorized and directed to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable, in the opinion of such manager or officer, a true copy of the Written Consent through which the foregoing resolutions were adopted.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first written above.

**MANAGERS:**

DocuSigned by:  
*Yavor Efremov*  
-----  
138E882019C7468  
Yavor Efremov

DocuSigned by:  
*Louie Reformina*  
-----  
88238810919243  
Louie Reformina

DocuSigned by:  
*Brittani Cushman*  
-----  
E537FA888BAE4BB...  
Brittani Cushman

DocuSigned by:  
*Brian Wigginton*  
-----  
E537FA888BAE4BB...  
Brian Wigginton

**SOLE MEMBER:**

**TURNING POINT BRANDS, LLC**  
a Delaware limited liability company

DocuSigned by:  
*Brittani Cushman*  
-----  
E537FA888BAE4BB...

Name: Brittani Cushman

Title: Manager, General Counsel & Secretary



EXHIBIT A  
PLAN OF MERGER

(See Attached)

AGREEMENT AND PLAN OF MERGER  
OF  
NU-X VENTURES, LLC,  
TPB INTERNATIONAL, LLC,  
VAPORFI FRANCHISING, LLC  
AND  
TPB SHARK, LLC,  
WITH AND INTO  
TPB BEAST LLC

This is an Agreement and Plan of Merger (this "Agreement") dated as September 19, 2022, by and among Nu-X Ventures, LLC, a Delaware limited liability company ("Nu-X"), TPB International, LLC, a Delaware limited liability company ("TPB International"), Vaporfi Franchising, LLC, a Delaware limited liability company ("Vaporfi"), TPB Shark, LLC, a Delaware limited liability company ("TPB Shark"), and together with Nu-X, TPB International and Vaporfi, the "Merged Entities", and TPB Beast LLC, a Delaware limited liability company (the "Company" and together with the Merged Entities, the "Parties").

Recital

WHEREAS, the managers and sole member of the Company and the managers and sole member of each of the Merged Entities, respectively, have determined that it is advisable and generally to the advantage and welfare of the Parties for the Merged Entities to merge with and into the Company under the provisions of the Delaware Limited Liability Company Act (the "DLCA").

Agreement

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual agreements herein and of the mutual benefits hereby provided, it is agreed by and between the Parties as follows:

SECTION 1-MERGERS

1.1. Constituent Entities. The constituent business entities that are to merge are (a) Nu-X Ventures, LLC, a Delaware limited liability company, (b) TPB International, LLC, a Delaware limited liability company, (c) TPB Shark, LLC, a Delaware limited liability company, (d) Vaporfi Franchising, LLC, a Delaware limited liability company, and (e) TPB Beast LLC, a Delaware limited liability company.

1.2. Mergers; Retention of Limited Liability. In accordance with the provisions of this Agreement and the DLCA, the Merged Entities will merge with and into the Company (the "Mergers"), the separate existence of the Merged Entities will cease, and the Company will be, and is sometimes referred to below as, the "Surviving Entity," and the name of the Surviving Entity is "TPB Beast LLC." The Surviving Entity will retain limited liability.

1.3. Filing and Effectiveness. The effectiveness of the Mergers is conditioned upon the completion of the following actions:

(a) Adoption and approval of this Agreement and the respective Mergers by the managers and sole member of the Company and the managers and sole member of each Merged Entity in accordance with the requirements of the DLLCA; and

(b) Filing an effective and executed Certificate of Merger with respect to the Mergers with the Secretary of State of the State of Delaware.

Subject to the completion of the foregoing, the Mergers shall become effective on September 30, 2022 (the "Effective Time").

1.4. Effect of the Mergers. At the Effective Time, the separate existence of the Merged Entities will cease and the Company, as the Surviving Entity, will (a) continue to possess all of its assets, rights, powers, and property as constituted immediately before the Effective Time and retain its limited liability, (b) succeed, without other transfer, to all of the assets, rights, powers, and property of the Merged Entities in the manner more fully set forth in the DLLCA, (c) continue to be subject to all of the debts, liabilities, and obligations of the Company as constituted immediately before the Effective Time, and (d) succeed, without other transfer, to all of the debts, liabilities and obligations of the Merged Entities in the same manner as if the Company had itself incurred them, all as more fully provided under the applicable provisions of the DLLCA.

## SECTION 2-CHARTER DOCUMENTS; MANAGERS; OFFICERS

2.1. Certificate of Formation and Limited Liability Company Agreement. In connection with the Mergers, the Certificate of Formation and Limited Liability Company Agreement ("LLC Agreement") of the Company as in effect immediately before the Effective Time will continue in full force and effect immediately after the Effective Time as the Certificate of Formation and LLC Agreement of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law. No changes to the Company's Certificate of Formation are desired to be effected by the Mergers.

2.2. Managers and Officers. The managers and officers of the Company immediately before the Effective Time will be the managers and officers of the Surviving Entity until their successors are duly elected and qualified or as otherwise provided by law or by the Certificate of Formation or LLC Agreement of the Surviving Entity.

## SECTION 3-MANNER OF CONVERSION OF UNITS

3.1 The Merged Entities' Membership Interests. Upon the Effective Time, by virtue of the Mergers and without any action by the Parties, all of the membership interests of each of the Merged Entities held by the sole member of each of the Merged Entities before the Effective Time shall automatically be canceled.

3.2 The Company's Membership Interests. Upon the Effective Time, all of the membership interests held by the sole member of the Company immediately before the Effective Time will remain outstanding.

#### SECTION 4-GENERAL

4.1. Further Assurances. From time to time, as and when required by the Company or by its successors or assigns, the Merged Entities will execute and deliver such deeds and other instruments, and the Merged Entities will take or cause to be taken such further actions, as are appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of the Merged Entities and otherwise to carry out the purposes of this Agreement. The managers and officers of the Company are fully authorized in the name and on behalf of the Merged Entities or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2. Registered Office. The registered office of the Surviving Entity in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801. The Corporation Trust Company is the registered agent of the Surviving Entity at such address.

4.3. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Entity, and copies thereof will be furnished to any stockholder or member of either Party, upon request and without cost.

4.4. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law rules or principles.

4.5. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### SECTION 5-AMENDMENT; TERMINATION

Before the filing of an executed Certificate of Merger with the Secretary of State of the State of Delaware, this Agreement may be terminated at any time by the written consent of both the managers of the Company and the managers of each of the Merged Entities whether before or after approval by the sole member of the Company or the sole member of each of the Merged Entities.

[Signature Page Follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement and Plan of Merger as of the date first set forth above.

**MERGED ENTITIES:**

**NU-X VENTURES, LLC**

DocuSigned by:  
By: Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**TPB INTERNATIONAL, LLC**

DocuSigned by:  
By: Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**TPB SHARK, LLC**

DocuSigned by:  
By: Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**VAPORFI FRANCHISING, LLC**

DocuSigned by:  
By: Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

**SURVIVING ENTITY:**

**TPB BEAST LLC**

DocuSigned by:  
By: Brittani Cushman  
E537FA888BAE48B...  
Name: Brittani Cushman  
Title: Manager

EXHIBIT B  
VAPOR SHARK PLAN OF MERGER

(See Attached)

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