

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM868677

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	08/28/2003
<b>RESUBMIT DOCUMENT ID:</b>	900821313
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eNom, Incorporated		08/28/2003	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	eNom Nevada Acquisition Corporation
<b>Street Address:</b>	2002 156th Avenue NE, Suite 300
<b>City:</b>	Bellevue
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98007
<b>Entity Type:</b>	Corporation: NEVADA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2728146	ENOM

## CORRESPONDENCE DATA

Fax Number: 2027393001

*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: 2027395965

Email: joseph.washington@morganlewis.com,  
antonio.teixeira@morganlewis.com

Correspondent Name: Joseph E. Washington

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attention: TMSU

Address Line 4: Washington, D.C. 20004-2541

<b>NAME OF SUBMITTER:</b>	Joseph E. Washington
<b>SIGNATURE:</b>	/Joseph E. Washington/
<b>DATE SIGNED:</b>	01/17/2024

Total Attachments: 9

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DEAN HELLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708

325

Articles of Merger  
(PURSUANT TO NRS  
CHAPTER 92A)

Officer Use Only

FILED # C 9282-03

AUG 28 2003

IN THE OFFICE OF  
DEAN HELLER, SECRETARY OF STATE

Important: Read attached instructions before completing form.

Articles of Merger  
(Pursuant to Nevada Revised Statutes Chapter 92A)  
(excluding 92A.200(4b))  
- Remit in Duplicate -

Important: Read instructions before completing info

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

eNom, Incorporated

Name of merging entity

Washington

Jurisdiction

corporation

Entity type \*

and,

eNom Nevada Acquisition Corporation

Name of surviving entity

Nevada

Jurisdiction

corporation

Entity type \*

2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: Martin Garthwaite

c/o: Legal Department  
eNom, Inc.  
2002 156th Avenue NE, Suite #300  
Bellevue, WA 98007

3) The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

\* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

88/28/2883 18:18:00 54675 F784-888-15818



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Articles of Merger  
 (PURSUANT TO NRS CHAPTER 92A)  
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4) Owner's approval (NRS 92A.200)(options a b or c may be used for each entity):

(a) Owner's approval was not required from:

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

(b) The plan was approved by the required consent of the owners of \*:

eNom, Incorporated  
 Name of merging entity, if applicable

and, or;

eNom Nevada Acquisition Corporation  
 Name of surviving entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



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Articles of Merger  
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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable



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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.208):

Article 1 of the Amended and Restated Articles of Incorporation of eNom Nevada Acquisition Corporation (the surviving entity)

IS HEREBY AMENDED

to change the name of eNom Nevada Acquisition Corporation to be "eNom, Incorporated."

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.208).

7) Effective date (optional)\*\*:

Immediately upon filing by the State

\* Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed. Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. A resolution specifying the new changes or a form prescribed by the secretary of state must accompany the amended and restated articles.

\*\* A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).



DEAN HELLER  
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 (PURSUANT TO NRS CHAPTER 92A)  
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8) Signatures - Must be signed by:

An officer of each Nevada corporation; All general partners of each Nevada limited partnership; A manager of each Nevada limited-liability company with managers or all the members if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\*:

eNom, Incorporated  
 Name of merging entity

*[Signature]* President 08 / 26 / 03  
 Signature Title Date

eNom Nevada Acquisition Corporation  
 Name of surviving entity

*[Signature]* President 08 / 26 / 03  
 Signature Title Date

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

Failure to include any of the above information and remit the proper fees may cause this filing to be rejected.

Attachment A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated August 26, 2003 (the "Agreement") is entered into by eNom, Inc., a Washington corporation governed by the laws of the State of Washington and with an address of 16771 NE 80<sup>th</sup> Street, Redmond, WA (hereinafter, "eNom WA"), and eNom Acquisition Corporation, a Nevada corporation and wholly owned subsidiary of eNom WA governed by the laws of the State of Nevada and with an address of 101 Convention Center Dr., Ste. 700, Las Vegas, NV 89109 (hereinafter, "Acquisition Sub") and the following shareholders of eNom WA (collectively, the "Shareholders"):

Shareholders of eNom WA:

Catavo Inc.  
Jim Johanningsmeyer  
KH Ventures, Inc.

BACKGROUND

- i) eNom WA provides domain name registrar services and related lines of business (the "Business");
- ii) eNom WA has issued and outstanding 5,201,151 shares of Common Stock, par value 0.001 per share (the "Common Stock");
- iii) The Boards of Directors of eNom WA and Acquisition Sub have determined that the merger of eNom WA with and into Acquisition Sub, with Acquisition Sub continuing as the surviving corporation under the name "eNom, Inc." (the "Surviving Corporation"), according to the terms and conditions of this Agreement, is fair and in the best interests of each entity's shareholders, and have approved and adopted this Agreement and the transactions contemplated by this Agreement;
- iv) For Federal income tax purposes, it is intended that the merger defined by this Agreement shall qualify as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code, as amended (the "Code");
- v) The Shareholders own, in the aggregate, all of the issued and outstanding shares of Common Stock and desire to enter into this Agreement;
- vi) No shares or securities in the Acquisition Sub have been issued.

TERMS

1. The Merger.

1.1. The Merger. Under the terms and conditions of this Agreement and in accordance with Chapter 92A of the Nevada Revised Statutes (the "NRS") and Chapter 23B.11 of the Washington Business Corporation Act (the "WBCA"), at the "Effective Time" (as defined in Section 1.3), eNom WA shall be merged with and into Acquisition Sub (the "Merger"). As a result of the Merger, the separate corporate existence of eNom WA shall cease, and Acquisition Sub shall continue as the Surviving Corporation. The Name of the Surviving Corporation shall be "eNom, Inc."

1.2. Time and Place of Closing. The closing of the Merger (the "Closing") shall take place at 16771 NE 80<sup>th</sup> Street, Redmond, WA, at 4:00 p.m., Pacific Standard Time, on August 26 2003.

1.3. Effective Time of Merger. Subject to the provisions of this Agreement, the parties shall cause the Merger to be consummated by filing articles of merger or other appropriate documents (the



Attachment A

AGREEMENT AND PLAN OF MERGER

"Certificates of Merger") with the Secretaries of State of the States of Nevada and Washington, in the form(s) required by the NRS and WACA as soon as practicable on or after the Closing. The Merger shall become effective upon the later to occur of (i) the time at which the properly executed Certificates of Merger are duly filed with the Secretary of the State of the State of Washington and of the State of Nevada, respectively, or (ii) such other time as the parties may mutually agree to provide in the Certificates of Merger (the "Effective Time").

- 1.4. Effects of the Merger. The effects of the Merger shall be as provided in the Certificates of Merger and the applicable provisions of the WACA. Without limiting the immediately foregoing sentence, and except as expressly set forth in this Agreement, all properties, rights, privileges, powers and franchises of enCom WA and Acquisition Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of enCom WA and Acquisition Sub shall become the debts, liabilities, and duties of the Surviving Corporation.
  - 1.5. Directors and Officers. The directors of the Acquisition Sub immediately prior to the Effective Time shall be, from and after the Effective Time, the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation until such director's successor is duly elected or appointed and qualified. The officers of the Acquisition Sub immediately prior to the Effective Time shall be, from and after the Effective Time, the officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation until such officer's successor is duly elected or appointed and qualified.
  - 1.6. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of the Acquisition Sub immediately prior to the Effective Time shall become the Articles of Incorporation and Bylaws of the Surviving Corporation, until duly amended in accordance with applicable law.
  - 1.7. Conversion. Subject to the terms of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of enCom WA, Acquisition Sub, or the Shareholders, each share of (i) Common Stock issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive one share of common stock, par value of \$0.001, of the Surviving Corporation. All options, warrants, or other extant rights to acquire Common Stock, whether or not vested or exercised prior to the Effective Time, shall be treated by the Surviving Corporation as a right to acquire an equivalent number of shares of common stock of the Surviving Corporation.
  - 1.8. Delivery of Certificates.
    - 1.8.1. Delivery Procedures. After the Closing, the Shareholders shall surrender to the Surviving Corporation any or all certificates for Common Stock issued and outstanding prior to the Effective Time (the "Certificates"), accompanied by such letters of transmittal as may be appropriate or required. The Surviving Corporation shall then deliver to the holder of the Certificates a certificate representing the corresponding number of shares of common stock of the Surviving Corporation issued to the holder pursuant to Section 1.7 and the Certificates so surrendered shall be cancelled.
    - 1.8.2. No Further Rights in Common Stock. All shares of the Surviving Corporation issued upon conversion of the Common Stock in accordance with the terms of this Agreement shall be deemed to have been issued or paid in full satisfaction of all rights pertaining to such shares (except as expressly provided in this Agreement).
2. No Representations and Warranties

Attachment A

AGREEMENT AND PLAN OF MERGER

2.1. No representations nor warranties are made in connection with the Merger. All assets, intellectual property, properties, equipment, leases, licenses, rights, duties, obligations of enorm VVA and any subsidiaries thereof are assumed by Acquisition Sub and the Surviving Corporation "AS IS," "WITH ALL FAULTS," and with all encumbrances, known and unknown, and with all associated liabilities, including pending or threatened litigation and any tax obligations.

3. Shareholders

3.1. The Shareholders acknowledge having been afforded sufficient opportunity to conduct a review of the Merger to the satisfaction of each of the Shareholders.

3.2. The Shareholders unanimously approved of this Agreement and the Merger. In making the decision to approve of this Agreement and the Merger, each of the Shareholders has relied upon independent investigations by such Shareholders and, as deemed appropriate, by such Shareholders' representatives, including professional, tax and other advisors. None of the Shareholders has relied upon any representation or statement by enorm VVA or its directors, officers, employees, agents, affiliates, or representatives with respect to the value of the Common Stock or the tax consequences of the transactions contemplated by this Agreement.

3.3. Each Shareholder acknowledges ownership of the following number of shares of Common Stock.

Catavo: 117,817 shares  
Johanningsmeter: 83,334 shares  
KH Ventures, Inc.: 5,000,000 shares

Each Shareholder represents and warrants that it does not hold any other shares of Common Stock.

3.4. The shares of common stock in the Surviving Corporation are being acquired for investment purposes only and not with a view to, or for resale in connection with, any distribution of such shares within the meaning of the Securities Act or any applicable state securities or "blue sky" laws.

3.5. Each of the Shareholders understands that the common shares of the Surviving Corporation issued to each of the Shareholders will not be registered under the Securities Act or qualified under any state securities or "blue sky" laws, and such shares may not be sold or otherwise disposed of except in compliance with the Securities Act or in reliance upon an exemption therefrom. The share certificates of the common shares of the Surviving Corporation shall include, without limitation, the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED UNDER THE SECURITIES ACT AND QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION IS AVAILABLE THEREFROM

4. Additional Agreements

4.1. Each of the parties agrees to use its respective best efforts (i) to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, (ii) to obtain all licenses, permits, consents, approvals, authorizations, qualifications, and orders of governmental entities and parties to contracts with

Attachment A

AGREEMENT AND PLAN OF MERGER

shall use its best efforts to take or cause to be taken all such necessary action as are necessary for consummation of the transactions contemplated by this Agreement, and (ii) to fulfill all conditions applicable to such party or its representatives pursuant to this Agreement. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party shall use its respective commercially reasonable efforts to take or cause to be taken all such necessary action.

4.2. Following the Closing, each party hereto agrees to furnish or cause to be furnished to the others, upon reasonable request, such information and assistance as is reasonably necessary for the filing of all tax returns of or with respect to any of the parties hereto or any subsidiaries, the preparation for any audit by any tax authority, and the prosecution or defense of any claim, suit, or proceeding relating to any tax return of or with respect to any of the parties hereto or any subsidiary thereof. No party may amend a tax return filed in accordance with this Agreement for a taxable period beginning prior to the Closing without the consent of the other party, not to be unreasonably withheld.

4.3. Prior to or following the Closing, eNom, USA and Acquisition Sub shall cause each employee benefit plan, program, stock option plan, bonus pool, policy, and fringe benefit, including any vacation policy, that covers or will cover employees of eNom, USA (including employees of subsidiaries of eNom, USA), to be assigned to and assumed by the Surviving Corporation.

Signed and Acknowledged by the parties as follows:

Entity Name	Signature of Authorized Representative	Print Name and Date
eNom Incorporated	<i>[Signature]</i>	8/26/05
eNom Nevada Acquisition Corporation	<i>[Signature]</i>	8/26/05

  

Shareholder Name	Signature of Authorized Representative	Print Name and Date	Shares represented
KH Ventures Inc.	<i>[Signature]</i>	8/15/03	5,000,000
Cobra, Incorporated	<i>[Signature]</i>	8/21/03	117,817
James Johanningsmeier	<i>[Signature]</i>	8/14/05	83,334
<b>TOTAL SHARES:</b>			<b>5,201,151</b>