

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN LUGGAGE GROUP LLC		12/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ROAM LUGGAGE, INC.		
Street Address:	246 FIFTH AVENUE		
Internal Address:	SUITE 402		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5801079	ROAM	
Registration Number:	5807522	ROAM	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9737364600		
Email:	jmacmull@mblawfirm.com		
Correspondent Name:	Joel G. MacMull, Esq.		
Address Line 1:	3 Becker Farm Road		
Address Line 2:	Suite 105		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	Joel G. MacMull		
SIGNATURE:	/Joel G. MacMull/		
DATE SIGNED:	01/16/2024		
Total Attachments: 9			
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STATE OF DELAWARE

CERTIFICATE OF MERGER

Pursuant to Section 264(e) of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation hereby executes the following Certificate of Merger:

1. The name of each constituent company involved in the merger to be effectuated hereunder (the "Merger") is **ROAM LUGGAGE, INC.**, a Delaware corporation (the "Surviving Corporation"), and **AMERICAN LUGGAGE GROUP LLC**, a Delaware limited liability company (the "Merging Company").

2. An agreement of merger (the "Agreement of Merger") has been approved, adopted, certified, executed and acknowledged by the Surviving Corporation and the Merging Company.

3. The name of the Surviving Corporation is **ROAM LUGGAGE, INC.**, a Delaware corporation.

4. The Certificate of Incorporation of the Surviving Corporation, as in effect immediately prior to the effective time of the Merger, shall be the Certificate of Incorporation of the Surviving Corporation.

5. The Merger shall become effective as of 11:59 p.m. on December 31, 2019.

6. The Agreement of Merger is on file at 246 Fifth Avenue, Suite 402, New York, New York 10001, the principal place of business of the Surviving Corporation.

7. A copy of the Agreement of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder of the Surviving Corporation or member of the Merging Company.

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by its duly authorized officer this 27th of December, 2019.

ROAM LUGGAGE, INC.

By: 
Name: LAWRENCE LEIN
Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 27th, 2019, is entered into by and between **ROAM LUGGAGE, INC.**, a Delaware corporation ("Roam" or the "Surviving Corporation"), and **AMERICAN LUGGAGE GROUP LLC**, a Delaware limited liability company (the "Company").

WHEREAS, the Initial Board of Directors of Roam has approved and adopted this Agreement and the transactions contemplated by this Agreement, upon the terms and conditions hereinafter set forth;

WHEREAS, the Board of Managers of and the holders of a majority of the Membership Interests in the Company have approved and adopted this Agreement and the transactions contemplated by this Agreement, upon the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 264 of the Delaware General Corporation Law (the "DGCL"), will merge with and into Roam, with Roam continuing in existence as the surviving corporation (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 18-209 of the DLLCA and Section 264 of the DGCL, the Company shall be merged with and into Roam at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Company shall cease, and Roam shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DLLCA and the DGCL.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "Certificate of Merger") complying with Section 18-209 of the DLLCA and Section 264(c) of the DGCL with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective as of 11:59 p.m. on December 31, 2019 (the "Effective Time").

(b) The legal effect and consequences of the Merger shall be as contemplated under the DGCL and the DLLCA, including without limitation Section 264 of the DGCL and Section 18-209 of the DLLCA. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in Roam, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of Roam, as the Surviving Corporation.

3. Organizational Documents. The Bylaws of Roam in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, without any changes, until such instrument shall be thereafter amended as provided therein or as otherwise permitted or required under the DGCL; and the certificate of incorporation of Roam in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation, without any changes, until such instrument is thereafter amended as otherwise permitted or required under the DGCL.

4. Directors and Officers. The directors and officers, respectively, of Roam immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation from and after the Effective Time. Such directors and officers shall hold office until the earlier of their respective deaths, resignations or removals and until their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and Bylaws of the Surviving Corporation or as otherwise provided under the DGCL.

5. Exchange of Outstanding Membership Units. At the Effective Time, by virtue of the Merger and without any further action on the part of Roam, the Company or the holders of Membership Interests in the Company (the “Members”):

(a) each Membership Unit in the Company issued and outstanding immediately prior to the Effective Time (the “Company Interest”) shall be exchanged for 4.80514 validly issued, fully paid and non-assessable shares of no par common stock of the Surviving Corporation;

(b) each Company Interest shall be automatically canceled and retired and will cease to exist, and no further consideration shall be delivered by Roam or the Company in exchange therefor.

6. Exchange of Convertible Notes.

(a) The Company and Roam each acknowledges that:

(i) the Company has issued, at various times, convertible notes (each a “Convertible Note” and collectively the “Convertible Notes”) to each of the persons and entities whose name appears on Exhibit B (each a “Note Holder” and collectively the “Note Holders”);

(ii) each Convertible Note contains the same terms and conditions for the conversion thereof into a designated number of Membership Units in the Company, based on a uniform formula (the “Conversion Formula”);

(iii) an event described in each of the Convertible Notes has occurred giving rise to the conversion of the principal and accrued interest due under the notes (with the sum of principal and accrued interest to be multiplied by a factor of 1.25) into Membership Units in the Company;

(iv) the value of a Membership Unit, as of the Effective Time, for purposes of applying the Conversion Formula, is \$520.5568; and

(v) the principal and accrued interest (as of the Effective Time) due under each Convertible Note and the calculation of the number of Membership Units into which each Convertible Note is entitled to be converted, as of the Effective Time, is as set forth on Exhibits A-1 through A-15, respectively.

(b) The Company and Roam each further acknowledges that it would be an unnecessary act for the Company to issue Membership Units to each Note Holder upon the conversion of the Convertible Note(s) held by each of them, given that it is contemplated that such Membership Units will be exchanged immediately for shares of stock of Roam upon the effectuation of the Merger. Accordingly, pursuant to this Agreement and consistent with the terms of the Convertible Notes:

(i) each Note Holder is entitled to receive and shall receive, as a full consideration for the amount due and owing under the Convertible Note held by such Note Holder, as of the Effective Time, by virtue of the Merger and without any further action on the part of Roam, the Company or the holders of Membership Interests in the Company, the number of validly issued, fully paid and non-assessable shares of no par common stock of the Surviving Corporation as determined under the following formula:

[principal plus accrued interest due under the Convertible Note, as of the Effective Time] times [1.25] divided by [520.5568] times [4.80514];

(ii) each Convertible Note shall be automatically canceled and retired and will cease to exist, and no further consideration shall be delivered by Roam or the Company in exchange therefor; and

(iii) Exhibits A-1 through A-15, respectively, set forth the determinations of the number of shares of stock of the Surviving Corporation to be delivered to each Note Holder, respectively, in connection with the Merger.

7. Exchange Table. Exhibit C includes an exchange table describing the number of validly issued, fully paid and non-assessable shares of no par common stock of the Surviving Corporation to be delivered to each Member and Note Holder as of the Effective Time.

8. 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.

9. 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.

10. 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.

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

12. 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 or under 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.

13. Severability. If any term or provision of this Agreement is held to be 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 effectuate the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the greatest extent possible.

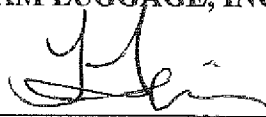
14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of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

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be 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.


[SIGNATURE PAGE FOLLOWS]

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

ROAM LUGGAGE, INC.

By: 
Name: *Lawrence Lein*
Title: President

AMERICAN LUGGAGE GROUP LLC

By: 
Name: LAWRENCE LEIN
Title: President

EXHIBITS A-1 TO 1-15

EXHIBIT B

NOTE HOLDERS

FRANCIS MURRAY
JEFFREY GREEN
ADRIANA GREEN
NICHOLAS GREEN
CAROL GREEN
JOHN GARRETT
DAVID GARRETT
JOHN ZEHNER
GERALD WIDDICOMBE
JOHN KASSING
KENNETH YOUNG
KYLE CATTANI
CATTANI INV.
LESLIE SHASHA
OCHRE INV.

EXHIBIT C

EXCHANGE TABLE

MEMBER/NOTE HOLDER	MEMBERSHIP UNITS OF MEMBERS AND NOTE HOLDERS (AS CONVERTED)	ROAM SHARES ISSUED IN CONNECTION WITH MERGER
CHARLES J. CLIFFORD	4,162.21	20,000.00
LAWRENCE LEIN	4,162.21	20,000.00
PETER CAMERON	4,162.21	20,000.00
AUGUSTUS COLLECTIVE LLC	275.00	1,321.42
FRANCIS MURRAY	270.26	1,298.62
JEFFREY GREEN	135.44	650.80
ADRIANA GREEN	135.44	650.80
NICHOLAS GREEN	266.52	1,280.64
CAROL GREEN	135.14	649.38
JOHN GARRETT	67.07	322.27
DAVID GARRETT	66.99	321.89
JOHN ZEHNER	133.03	639.23
GERALD WIDDICOMBE	133.87	643.28
JOHN KASSING	132.87	638.47
KENNETH YOUNG	131.95	634.01
KYLE CATTANI	128.69	618.37
CATTANI INV.	60.03	288.46
LESLIE SHASHA	514.68	2,473.09
OCHRE INV.	186.49	896.11