

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM181755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/18/2023		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intelligent Automation, LLC		09/15/2023	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	BlueHalo Labs, LLC		
<b>Street Address:</b>	1300 Britt Street SE		
<b>City:</b>	Albuquerque		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87123		
<b>Entity Type:</b>	Limited Liability Company: NEW MEXICO		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90602283	GALLIUM	
<b>Serial Number:</b>	90596285	NXTRF	
<b>Serial Number:</b>	90596481	NIQUIST	
<b>Serial Number:</b>	90596771	NXTHEALTH	
<b>Serial Number:</b>	90597422	NXTTRUST	
<b>Registration Number:</b>	6521985	SYMPATICO	
<b>Registration Number:</b>	5995387	TXT	
<b>Registration Number:</b>	5995396	PIXL	
<b>Registration Number:</b>	5995402	SOCL	
<b>Registration Number:</b>	5943529	SCRAAWL TXT	
<b>Registration Number:</b>	5943535	SCRAAWL PIXL	
<b>Registration Number:</b>	5943543	SCRAAWL SOCL	
<b>Registration Number:</b>	4743513	SCRAAWL	
<b>Registration Number:</b>	4418742	RFNEST	
<b>Registration Number:</b>	3257603	CYBELEPRO	
<b>Registration Number:</b>	7001342	NXTAERO	
<b>CORRESPONDENCE DATA</b>			

OP \$415.00.00 90602283

**Fax Number:** 2123368001

*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:** 2123368000

**Email:** ptodocket@arelaw.com

**Correspondent Name:** Charles R. Macedo

**Address Line 1:** 405 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10174

<b>ATTORNEY DOCKET NUMBER:</b>	00141/1
<b>NAME OF SUBMITTER:</b>	KEESHA PARSONS
<b>SIGNATURE:</b>	KEESHA PARSONS
<b>DATE SIGNED:</b>	03/11/2024

**Total Attachments: 5**

source=AI Merger with BlueHalo Labs LLC#page1.tif  
source=AI Merger with BlueHalo Labs LLC#page2.tif  
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source=AI Merger with BlueHalo Labs LLC#page5.tif

# CORPORATE CHARTER APPROVAL SHEET

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 11 BUSINESS CODE \_\_\_\_\_

# \_\_\_\_\_

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging/Converting Intelligent Automation,  
LLC

(W22161400)

Surviving/Resulting BlueHubs Labs, LLC

(a NM LLC)



1000362014230223

ID # W22161400 ACK # 1000362014230223

PAGES: 0005

INTELLIGENT AUTOMATION, LLC

09/18/2023 AT 11:49 A WO # 0005175646

New Name \_\_\_\_\_

### FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: \_\_\_\_\_

Expedite Fee: 425

Penalty: \_\_\_\_\_

State Recordation Tax: \_\_\_\_\_

State Transfer Tax: \_\_\_\_\_

Certified Copies \_\_\_\_\_

Copy Fee: \_\_\_\_\_

Certificates \_\_\_\_\_

Certificate of Status Fee: \_\_\_\_\_

Personal Property Filings: \_\_\_\_\_

NP Fund: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL FEES: 525

Change of Name \_\_\_\_\_

Change of Principal Office \_\_\_\_\_

Change of Resident Agent \_\_\_\_\_

Change of Resident Agent Address \_\_\_\_\_

Resignation of Resident Agent \_\_\_\_\_

Designation of Resident Agent \_\_\_\_\_

and Resident Agent's Address \_\_\_\_\_

Change of Business Code \_\_\_\_\_

Adoption of Assumed Name \_\_\_\_\_

Other Change(s) \_\_\_\_\_

Credit Card \_\_\_\_\_ Check  Cash \_\_\_\_\_

\_\_\_\_\_ Documents on \_\_\_\_\_ Checks

Approved By: lb

Keyed By: \_\_\_\_\_

COMMENT(S): \_\_\_\_\_

Code 986

Attention: \_\_\_\_\_

Mail: Names and Address

DART LEGAL SERVICES, LLC  
1725 MARYLAND AVENUE  
2ND FLOOR  
BALTIMORE MD 21201

CUST ID: 0003959071  
WORK ORDER: 0005175646  
DATE: 09-18-2023 11:49 AM  
AMT. PAID: \$525.00

HERE

**ARTICLES OF MERGER**  
**OF**  
**INTELLIGENT AUTOMATION, LLC,**  
**a Maryland limited liability company**  
**WITH AND INTO**  
**BLUEHALO LABS, LLC,**  
**a New Mexico limited liability company**

Pursuant to the provisions of Section 4A-703 of the Maryland Limited Liability Company Act, Intelligent Automation, LLC, a Maryland limited liability company ("Intelligent Automation"), and BlueHalo Labs, LLC, a New Mexico limited liability company ("BlueHalo Labs"), hereby agree to merge and adopt the following Articles of Merger:

**FIRST:** Intelligent Automation and BlueHalo Labs have agreed that Intelligent Automation shall be merged with and into the BlueHalo Labs (the "Merger"), with BlueHalo Labs surviving as the successor entity pursuant to the Agreement and Plan of Merger, dated as of September 15, 2023, by and between Intelligent Automation and BlueHalo Labs.

**SECOND:** The name and place of organization of each entity that is a party to these Articles of Merger are as follows:

<u>Name</u>	<u>Place of Organization</u>
Intelligent Automation, LLC	Maryland
BlueHalo Labs, LLC	New Mexico

**THIRD:** The principal office of Intelligent Automation in the State of Maryland is located in Montgomery County. Intelligent Automation does not own an interest in land in any county in the State of Maryland.

**FOURTH:** BlueHalo Labs has no principal office in the State of Maryland. The address of BlueHalo Labs' resident agent in the State of Maryland is 1519 York Road, Lutherville, MD 21093. The address of BlueHalo Labs' principal office in the State of New Mexico is 1300 Britt St SE, Albuquerque, New Mexico 87123. The address and name of BlueHalo Labs' registered agent in the State of New Mexico is Cogency Global Inc., 1012 Marquez Place, Suite 106B, Santa Fe, New Mexico 87505.

**FIFTH:** The terms and conditions of the transaction set forth in these Articles of Merger were advised, authorized, and approved by each of Intelligent Automation and BlueHalo Labs in the manner and by the vote required by the organizational documents of each of Intelligent

Automation and BlueHalo Labs and by the laws of the State of Maryland and Delaware, as applicable and as follows:

(a) Written consent to the applicable transactions was obtained from the member of Intelligent Automation holding all of the interests of Intelligent Automation. The board of managers of Intelligent Automation authorized and approved the Merger by written consent on September 15, 2023; and

(b) Written consent to the applicable transactions was obtained from the member of BlueHalo Labs holding all of the interests of BlueHalo Labs. The board of managers of BlueHalo Labs authorized and approved the Merger by written consent on September 15, 2023.

**SIXTH:** The Merger shall become effective upon the filing of these Articles of Merger (the "Effective Time").

**SEVENTH:** The percentages of membership interest of Intelligent Automation are as follows: 100% by its sole member. The percentages of membership interest of BlueHalo Labs are as follows: 100% by its sole member.

**EIGHTH:** Upon the Effective Time, all membership interests of Intelligent Automation that are issued and outstanding as of immediately prior to the Effective Time shall be automatically cancelled for no consideration.

**NINTH:** Each of the undersigned acknowledges these Articles of Merger to be the act and deed of the respective entity on whose behalf he has signed, and further, as to all matters or facts required to be verified under oath, each of the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts relating to the entity on whose behalf he has signed are true in all material respects and that this statement is made under the penalties for perjury.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties to the merger, have caused these Articles of Merger to be signed in their respective names and on their behalf by their respective chief executive officers and witnessed or attested by their respective chairmen, as of September 15, 2023.

**INTELLIGENT AUTOMATION, LLC**



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By: Jonathan MoneyMaker  
Title: Chief Executive Officer

Attest: David Wodlinger

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Title: Chairman

**BLUEHALO LABS, LLC**



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By: Jonathan MoneyMaker  
Title: Chief Executive Officer

Attest: David Wodlinger

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Title: Chairman

[Signature Page to Articles of Merger]

**TRADEMARK**  
**REEL: 008364 FRAME: 0786**

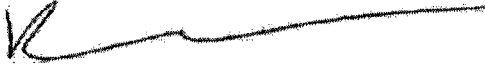
**IN WITNESS WHEREOF**, the parties to the merger, have caused these Articles of Merger to be signed in their respective names and on their behalf by their respective chief executive officers and witnessed or attested by their respective chairmen, as of September 15, 2023.

**INTELLIGENT AUTOMATION, LLC**

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By: Jonathan Money maker  
Title: Chief Executive Officer

Attest: David Wodlinger



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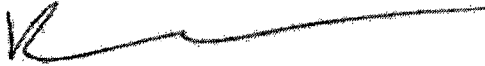
Title: Chairman

**BLUEHALO LABS, LLC**

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By: Jonathan Money maker  
Title: Chief Executive Officer

Attest: David Wodlinger



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Title: Chairman

[Signature Page to Articles of Merger]