

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI127528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	03/25/2024		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Proficium Inc.		03/25/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Proficium LLC		
<b>Street Address:</b>	1624 Pacific Street		
<b>City:</b>	Union City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94587		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2944912	PROFICIUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	2127562132		
<b>Email:</b>	trademarks@srz.com		
<b>Correspondent Name:</b>	Scott Kareff		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3905		
<b>ATTORNEY DOCKET NUMBER:</b>	051664-0068		
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA		
<b>SIGNATURE:</b>	ELAINE CARRERA		
<b>DATE SIGNED:</b>	03/28/2024		
<b>Total Attachments: 10</b>			
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# Delaware

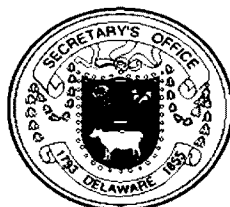
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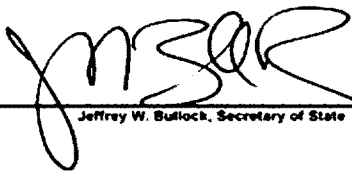
Page 1

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:

"PROFICIUM INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "PROFICIUM LLC" UNDER THE NAME OF "PROFICIUM 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-FIFTH DAY OF MARCH, A.D. 2024, AT 1:59 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

3319225 8100M  
SR# 20241150974

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

Authentication: 203103173  
Date: 03-25-24

TRADEMARK  
REEL: 008382 FRAME: 0660

**CERTIFICATE OF MERGER OF**

**PROFICIUM INC.**

**WITH AND INTO**

**PROFICIUM LLC**

March 25, 2024

Pursuant to Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware.

**FIRST:** The name of the surviving limited liability company (the "Surviving Company") is Proficium LLC, a Delaware limited liability company.

**SECOND:** The name of the foreign corporation being merged into the Surviving Company is Proficium Inc., a California corporation.

**THIRD:** The Agreement and Plan of Merger has been approved and executed by each of the constituent entities.

**FOURTH:** The name of the Surviving Company is Proficium LLC.

**FIFTH:** The merger is to become effective upon the filing of this Certificate of Merger.

**SIXTH:** An executed copy of the Agreement and Plan of Merger is on file at 1624 Pacific Street, Union City, CA 94587, the place of business of the Surviving Company.

**SEVENTH:** An executed copy of the Agreement and Plan of Merger will be furnished by the Surviving Company, on request and without cost, to any member or stockholder of either of the constituent entities.

*[The remainder of this page is intentionally left blank]*

**IN WITNESS WHEREOF**, the Surviving Company has caused this Certificate of Merger to be executed by its duly authorized officer as of the date first written above.

**PROFICIUM LLC**

By: New Proficium Holdco, Inc.  
Its: Sole Member

By: DocuSigned by:  
*Daniel R. Miranda*  
2A98D6AF1BA84B8 \_\_\_\_\_  
Name: Daniel R. Miranda  
Title: Chief Executive Officer



# California Secretary of State

Business Programs Division  
1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies  
Entity Name: PROFICIUM INC.  
Formed In: CALIFORNIA  
Entity No.: 2468979  
Entity Type: Stock Corporation - CA - General

Issuance Date: 03/25/2024  
Copies Requested: 1  
Receipt No.: 006642046  
Certificate No.: 194194942

## Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B2603-0806	03/25/2024	Merger Interspecies to Nonqualified Survivor	6

\*\* \*\*\*\* \* End of list \*\*\*\*\* \*\* \*\*

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on March 25, 2024.

SHIRLEY N. WEBER, PH.D.  
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).

B2603-0806 03/25/2024 1:00 PM Received by California Secretary of State



**State of California  
Secretary of State**

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**Certificate of Merger**

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

For Office Use Only  
**-FILED-**  
File No.: BA20240556367  
Date Filed: 3/25/2024

**Filing Fee: \$150.00; Certification Fee (Optional): \$5.00**

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Proficium LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE ENTITY NUMBER N/A	4. JURISDICTION DE
5. NAME OF DISAPPEARING ENTITY Proficium Inc.	6. TYPE OF ENTITY Corp	7. CA SECRETARY OF STATE ENTITY NUMBER 2468979	8. JURISDICTION CA

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)

SURVIVING ENTITY			DISAPPEARING ENTITY		
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
1 member		100%	Common Stock		100%
			100,000 shares outstanding		

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.  
 No vote of the shareholders of the parent party was required.  The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL PLACE OF BUSINESS OF THE SURVIVING ENTITY.  
 PRINCIPAL PLACE OF BUSINESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.  
Title 6, Section 18-209(c) of the Delaware Limited Liability Company Act.

15. FUTURE EFFECTIVE DATE, IF ANY  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 (Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

*Daniel R. Miranda* 3-25-2024 Daniel R. Miranda, CEO, New Proficium Holdco, Inc., Manager  
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

*Daniel R. Miranda* 3-25-2024 Daniel R. Miranda, CEO  
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

*Daniel R. Miranda* 3-25-2024 Daniel R. Miranda, Secretary  
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: \_\_\_\_\_

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

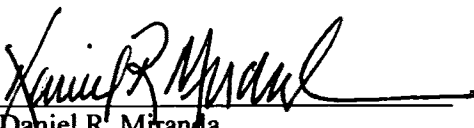
Daniel R. Miranda hereby certifies, that:

1. He is the chief executive officer and the secretary, respectively, of Proficium Inc., a California corporation (the "Corporation"), with California Entity Number 2468979.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the sole member of the board of directors and by the sole shareholder of the Corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. There is one class of shares of the Corporation authorized, with solely 100,000 shares of Common Stock issued and outstanding and entitled to vote on the merger.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Officers' Certificate are true and correct of my own knowledge.

Date: March 25, 2024

By:   
 Name: Daniel R. Miranda  
 Title: Chief Executive Officer

By:   
 Name: Daniel R. Miranda  
 Title: Secretary



B2603-0808 03/25/2024 1:00 PM Received by California Secretary of State

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made effective as of March 25, 2024 (the "Closing Date"), by and between Proficium Inc., a California corporation (the "Corporation"), and Proficium LLC, a Delaware limited liability company (the "LLC").

WHEREAS, each of the Corporation and the LLC is a wholly-owned subsidiary of New Proficium Holdco, Inc., a California corporation ("Parent").

WHEREAS, the Corporation and LLC wish to effect a business combination through a merger of the Corporation with and into the LLC (the "Merger"), with the LLC surviving as a wholly-owned subsidiary of Parent on the terms and conditions set forth in this Agreement and in accordance with the Delaware Limited Liability Company Act (the "DLLCA") and the California Corporations Code (the "CCC");

WHEREAS, (x) the board of directors of the Corporation and (y) Parent (the sole shareholder of the Corporation), have determined that the Merger is advisable and in the best interest of the Corporation, in accordance with the CCC, on the terms and conditions set forth in this Agreement; and

WHEREAS, Parent (the sole equityholder and managing member of the LLC) has determined that the Merger is advisable and in the best interests of the LLC, in accordance with the DLLCA, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1. THE MERGER; EFFECT OF THE MERGER ON PROFICIUM INC. CAPITAL STOCK.

1.1 The Merger. At the Effective Time (as defined below), the Corporation shall be merged with and into the LLC, whereupon the separate existence of the Corporation shall cease, and the LLC shall be the surviving limited liability company (the "Surviving Company") in accordance with the DLLCA and the CCC. On or prior to the Closing Date and subject to the execution of this Agreement, (a) the LLC shall cause to be filed with the Delaware Secretary of State a certificate of merger (the "DE Certificate of Merger"), executed and acknowledged in accordance with, the DLLCA and (b) the Corporation shall cause to be filed with the California Secretary of State the certificate of merger (the "CA Certificate of Merger"), executed and acknowledged in accordance with the CCC.

1.2 Effective Time. The Merger shall become effective on the Closing Date and at such time (the "Effective Time") as the DE Certificate of Merger has been duly filed with the Delaware Secretary of State and the CA Certificate of Merger has been duly filed with the California Secretary of State. From and after the Effective Time, the Surviving Company shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Corporation and the LLC, all as provided under the DLLCA.

1.3 Articles of Organization. (a) The certificate of formation of the LLC, as in effect immediately before the Effective Time, shall from and after the Effective Time be, and continue to be from and after the Effective Time, the certificate of formation of the Surviving Company until changed or amended as provided by the DLLCA, and (b) the operating agreement of the LLC, as in effect immediately

before the Effective Time, shall from and after the Effective Time, be, and continue to be from and after the Effective Time, the operating agreement of the Surviving Company until amended as provided therein.

1.4 Managers and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, the manager and officers of the LLC immediately prior to the Effective Time shall be the manager and officers of the Surviving Company.

1.5 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof each share of capital stock of the Corporation outstanding immediately prior to the Effective Time shall be canceled, and no payment shall be made with respect thereto.

1.6 Intended Tax Treatment. The parties hereto intend that the Merger shall be disregarded for U.S. federal (and applicable state and local) tax purposes and agree not to take any position contrary to such intention in any tax return or otherwise, unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

1.7 No Further Rights. Each membership interest in the LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a membership interest in the Surviving LLC.

1.8 Conversion of Interests. From and after the Effective Time, no shares of capital stock of the Corporation shall be deemed to be outstanding, and holders of certificates, if any, shall cease to have any rights with respect thereto, except as provided herein or by law.

SECTION 2. TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES.

2.1 Transfer, Conveyance and Assumption. At the Effective Time, the Surviving Company shall continue in existence as the surviving entity and, by virtue of the Merger succeed to and possess all of the rights, privileges and powers of the Corporation, and all of the assets and property of whatever kind and character of the Corporation shall vest in the Surviving Company without further act or deed; thereafter, the Surviving Company, as the surviving entity, shall be liable for all of the liabilities and obligations of the Corporation, and any claim or judgment against the Corporation may be enforced against the Surviving Company, as the surviving entity.

2.2 Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of the Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company, and otherwise to carry out the provisions hereof.

SECTION 3. MISCELLANEOUS.

3.1 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Sections refer to Sections of this Agreement unless otherwise stated. Words such as "herein," "hereof," "hereto," and "hereby" and words of like import, unless the context requires otherwise, refer to this Agreement. As

used in this Agreement, the masculine, feminine and neuter genders shall be deemed to include the others if the context requires.

3.2 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties shall negotiate in good faith to modify this Agreement and to preserve each party's anticipated benefits under this Agreement.

3.3 Amendment. This Agreement may not be amended or modified except by an instrument in writing approved by the parties to this Agreement and signed on behalf of each of the parties hereto.

3.4 Waiver. Any party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto or (b) waive compliance with any of the agreements of the other party or with any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit. Any such extension or waiver shall only be effective if made in writing and duly executed by the party giving such extension or waiver.

3.5 Miscellaneous. This Agreement (together with all other documents and instruments referred to herein): (a) constitutes the entire agreement, and supersedes all other prior agreements and undertakings, both written and oral, among the parties, with respect to the subject matter hereof; and (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assignable by either party hereto without the prior written consent of the other party hereto.

3.6 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile or email of a PDF, which facsimile or PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

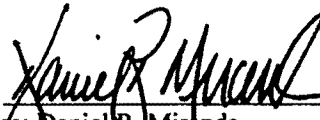
3.7 Third Party Beneficiaries. Each party hereto intends that this Agreement, except as expressly provided herein, shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

3.8 Governing Law. This Agreement is governed by the internal laws of the State of Delaware without regard to such State's principles of conflicts of laws that would defer to the substantive laws of another jurisdiction.

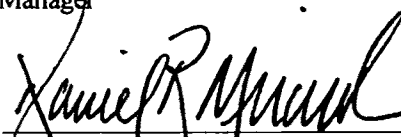
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

**PROFICIUM INC.**

By:   
Name: Daniel R. Miranda  
Title: Chief Executive Officer and Secretary

**PROFICIUM LLC**

By: New Proficiuim Holdco, Inc.  
Its: Manager  
By:   
Name: Daniel R. Miranda  
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]