

4/6/09

APR - 6

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

04-07-2009

RECC  
TF



103555452

To the Director of the U. S. Patent and Trade

ts or the new address(es) below.

1. Name of conveying party(ies):

ExpressTech International, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited liability company

Citizenship (see guidelines) Nevada

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 27, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: ExpressTech International, LLC

Internal

Address: \_\_\_\_\_

Street Address: 580 East Technology Avenue

City: Bldg. C - 2500, Orem

State: Utah

Country: USA Zip: 84097

- Association
- General Partnership
- Limited Partnership
- Corporation

Other LLC Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,752,548

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FISHBOWL, Class 9

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: F. McKay Johnson

Internal Address: Hill, Johnson & Schmutz  
Trademarks Group

Street Address: 4844 N. 300 West  
Suite 300

City: Provo,

State: Utah Zip: 84604

Phone Number: 801 375-6600

Fax Number: 801 375-3865

Email Address: Trademarks@hjsLaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Check No. 1094

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date 08/2009 - 08/2010

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

F. McKay Johnson

Date 4-2-09

Signature

F. McKay Johnson, Attorney for Registrant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003964 FRAME: 0487

# MERGER

## ARTICLES OF MERGER

OF

**EXPRESSTECH INTERNATIONAL, LLC,**  
a Nevada limited liability company  
(Q/INV) 5013448-0161  
WITH AND INTO

**EXPRESSTECH ACQUISITION, LLC,**  
a Utah limited liability company  
(Q/UT) 6039831-0160  
\*\*\*\*\*

Pursuant to §1407 of the Utah Revised Limited Liability Company Act (the "Act"), the undersigned Manager of ExpressTech Acquisition, LLC, a Utah limited liability company ("Acquisition"), as the surviving limited liability company in a merger with ExpressTech International, LLC, a Nevada limited liability company ("International"), does hereby certify

FIRST That a Plan of Merger (the "Plan") has been adopted and approved by Acquisition and International, the parties to the merger, in accordance with the requirements of §1408 of the Act, which Plan is attached hereto as Exhibit A

SECOND The effective date of the merger shall be on the date of filing of these Articles of Merger with the Utah Division of Corporations and Commercial Code

IN WITNESS WHEREOF, the undersigned being the Manager of the surviving entity executes these Articles of Merger, on this 27<sup>th</sup> day of October, 2005

ExpressTech Acquisition, LLC  
a Utah limited liability company

*Charles Hale*  
Charles Hale, Manager

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certified that the foregoing has been filed  
and approved on this 27 day of Oct 2005  
in this office of this Division and hereby issued  
This Certificate thereof

Examiner *[Signature]* Date 10/27/05



*Kathy Berg*  
Kathy Berg  
Division Director

Date 10/31/2005  
Receipt Number 1617910  
Amount Paid \$37.00

10-31-05 P04 11 RCVD

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OCT 31 2005

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## PLAN OF MERGER

### A Merger of International into Acquisition

1 Plan of Merger and Surviving Company ExpressTech International, LLC, a Nevada limited liability company ("International"), shall be merged with and into ExpressTech Acquisition, LLC, a Utah limited liability company ("Acquisition"), and the separate corporate existence of International shall thereupon cease. Acquisition shall be the surviving company in the merger and shall continue its existence under the provisions of the Utah Revised Limited Liability Company Act (the "Act") after the merger.

2 Effective Date of the Merger The Merger shall become effective at the date and time (the "Effective Date") at which the Articles of Merger are duly filed with the Division of Corporations and Commercial Code of the State of Utah as provided in Section 1409 of the Act.

### B. Effect of Merger.

1 Effects The merger shall have the effects set forth in the Act and applicable Nevada law.

2 Membership Interests Upon the filing of the Articles of Merger with the Division of Corporations and Commercial Code of the State of Utah, all of the membership interests in International shall be converted to membership interests in Acquisition on a unit for unit basis. ExpressTech Holdings, Inc., as the current sole member of Acquisition and International, shall continue as the sole member of Acquisition.

3. Articles of Organization of Surviving Company The Articles of Organization of Acquisition in effect immediately prior to the Effective Date shall be the Articles of Organization of Acquisition after the Effective Date, except that Article I of the Articles of Organization of Acquisition is hereby amended as follows: "The name of the company is "ExpressTech International, LLC."

4 Operating Agreement of Surviving Company. The Operating Agreement of Acquisition in effect immediately prior to the Effective Date shall be the Operating Agreement of Acquisition after the Effective Date and thereafter may be amended in accordance with the terms thereof, the Articles of Organization of the surviving company, and applicable law.

5. Manager. The current Manager of Acquisition shall remain as the Manager of Acquisition after the Effective Date.

6      Assignment of Assets and Liabilities to Surviving Company Upon filing of the Articles of Merger, all liabilities of International shall be assumed by Acquisition, and all of the rights, privileges, powers, properties, real and personal, and every other asset of International will be vested in Acquisition without further act or deed. International hereby agrees, from time to time, as and when requested by Acquisition or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as Acquisition may deem necessary or desirable in order to vest in and confirm to Acquisition title to and possession of any property of International acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof. All rights of creditors and all liens upon the property of either Acquisition or International shall be preserved unimpaired, and all debts, liabilities and duties of International shall thenceforth attach to Acquisition and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.