

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/08/2009		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Inventables LLC		04/08/2009	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	Inventables, Inc.		
Street Address:	222 West Ontario		
Internal Address:	Suite 350		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3085004	INVENTABLES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(847)205-0993		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8472050977		
Email:	dgreen@dgattorney.com		
Correspondent Name:	Darren Green		
Address Line 1:	2611 Oak Avenue		
Address Line 4:	Northbrook, ILLINOIS 60062		
ATTORNEY DOCKET NUMBER:	INVENTABLES		
NAME OF SUBMITTER:	Darren Green		

OP \$40.00 3085004

Signature:	/Darren Green/
Date:	04/08/2009
Total Attachments: 2 source=Merger Agreement#page1.tif source=Merger Agreement#page2.tif	

## Agreement and Plan of Merger

Agreement and Plan of Merger (this "Agreement"), dated as of April 8, 2009, between Inventables LLC, an Illinois limited liability company ("LLC"), Inventables, Inc., a Delaware corporation (the "Corporation"), and Zach Kaplan ("ZK").

WHEREAS, ZK owns all of the issued and outstanding equity of the Corporation and all of the issued and outstanding voting equity of the LLC, free and clear of any liens or encumbrances; and

WHEREAS, the parties desire that LLC merge with and into the Corporation, with the Corporation as the surviving entity in the merger.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Section 2 of this Agreement), LLC shall be merged with and into the Corporation and the Corporation shall be the surviving corporation. The name of the surviving corporation shall be "Inventables, Inc." The street address of the surviving corporation shall be 222 West Ontario, Suite 350, Chicago, IL 60654. The merger of LLC into the Corporation is hereinafter referred to as the "Merger."

2. Effective Time. The Merger shall become effective on April 8, 2009 (the "Effective Time").

3. Effect of Merger. At the Effective Time, the separate existence of LLC shall cease; the Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities and franchises, both of a public and private nature, of each of the parties to the Merger including, without limitation, any fictitious name used by LLC; and all property, real, personal and mixes, and all debts due on whatever account, and all choses in action, and all and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in the Corporation without further act or deed; and the title to any real estate, or any interests therein, vested in either of the parties to the Merger shall not revert or be in any way impaired by reason of the Merger. At the Effective Time, the Corporation shall become responsible and liable for all the liabilities and obligations of each of the parties to the Merger and neither the rights of creditors nor any liens upon the property of either of the parties shall be impaired by the Merger.

4. Conversions of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto, the status of the membership Units of the LLC and the stock of the Corporation shall be as follows:

(a) Common Units. Each Common Unit in the LLC outstanding immediately prior to the Effective Time shall be cancelled and converted into, at the Effective Time, 1 share of Voting Common Stock (as defined in the Corporation's Certificate of Incorporation), \$0.001 par value per share.

(b) Series A Units. Each Series A Unit in the LLC outstanding immediately prior to the Effective Time shall be cancelled and converted into, at the Effective Time, 1 share of Non-Voting Common Stock (as defined in the Corporation's Certificate of Incorporation), \$0.001 par value per share.

(c) Corporation Stock. Each common share of the Corporation issued and outstanding immediately prior to the Effective Time shall remain outstanding.

5. Certificate of Incorporation; By-Laws; Directors and Officers

(a) Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of the Corporation shall be the Certificate of Incorporation of the surviving corporation until thereafter amended in accordance with the terms thereof, Delaware law and the By-Laws of the Corporation.

(b) By-Laws. At the Effective Time, the By-Laws of the Corporation shall be the By-Laws of the surviving corporation until thereafter amended as provided therein and in accordance with Delaware law.

(c) Directors and Officers. At the Effective Time, the directors and officers of the Corporation shall be the directors and officers of the surviving corporation until their successors are duly elected and qualified in accordance with the By-Laws and Delaware law.

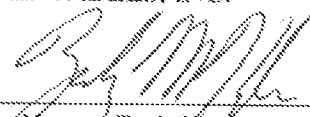
6. Approval. This Agreement and Plan of Merger has been approved by all of the Common Members of the LLC, the Board of Managers of the LLC and by all of the shareholders and directors of the Corporation.

7. Representations and Warranties. ZK hereby represents and warrants that (i) he has the authority to enter into this Agreement, (ii) he owns all of the outstanding equity of the Corporation free and clear of any liens or encumbrances, and (iii) he owns all of the voting equity of the LLC free and clear of any liens or encumbrances.

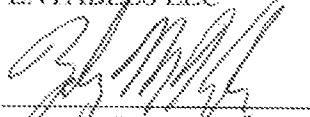
8. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the consent of the Voting Common Stock shareholders and directors of the Corporation and the Board of Managers and Common Members of the LLC.

IN WITNESS WHEREOF, this Agreement is hereby duly executed by the parties hereto on the date first above written.

INVENTABLES, INC.

By:   
Print Name: Zach Kaplan  
Title: President

INVENTABLES LLC

By:   
Print Name: Zach Kaplan  
Title: Manager