

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	DELTAWAY ENERGY, INC.		12/31/2011
			Entity Type
			CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	DELTAWAY ENERGY INTERNATIONAL, INC.		
Street Address:	625 Market Street 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105-3306		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
	Property Type	Number	Word Mark
	Registration Number:	3515922	DELTAWAY
	Registration Number:	3515923	DELTAWAY
	Registration Number:	3515924	DELTAWAY
	Registration Number:	3515925	DELTAWAY
	Serial Number:	85467765	
	Serial Number:	85467761	DELTAWAY
CORRESPONDENCE DATA			
Fax Number:	(707)524-1906		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7075241900		
Email:	dranit@smlaw.com		
Correspondent Name:	Warren L. Dranit		
Address Line 1:	PO Box 1867		

OP \$165.00 3515922

Address Line 4: Santa Rosa, CALIFORNIA 95402

ATTORNEY DOCKET NUMBER: 7394 - DELTAWAY

NAME OF SUBMITTER: Warren L. Dranit

Signature: /wld/

Date: 04/04/2012

Total Attachments: 11
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 20, 2011

JORDAN OTIS
OTIS & IRIKI, ATTORNEY AT LAW
220 MONTGOMERY STREET, SUITE 1900
SAN FRANCISCO, CA 94104

The Articles of Merger were filed on December 19, 2011, effective December 31, 2011, for DELTAWAY ENERGY INTERNATIONAL, INC., a California Corporation, the surviving California entity not authorized to transact business in Florida.

The certification you requested is enclosed.

Should you have any further questions regarding this matter, please feel free to call (850) 245-6050, the Amendment Filing Section.

Sylvia Gilbert
Regulatory Specialist II
Division of Corporations

Letter Number: 211A00028303

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

TRADEMARK

REEL: 004751 FRAME: 0398

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on December 19, 2011, effective December 31, 2011, for DELTAWAY ENERGY INTERNATIONAL, INC., a California Corporation, the surviving California entity not authorized to transact business in Florida, as shown by the records of this office.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of December, 2011



CR26022 (1-11)

[Handwritten Signature]

Kurt S. DeLoach
Secretary of State

TRADEMARK

REEL: 004751 FRAME: 0399

ARTICLES OF MERGER
(Profit Corporations)

FILED
2011 DEC 19 AM 11:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Deltaway Energy International, Inc.</u>	<u>California</u>	<u>3411761</u>

RECEIVED
12-31-11

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Deltaway Energy, Inc.</u>	<u>Florida</u>	<u>P03000072650</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2011 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 12/1/2011 and shareholder approval was not required.

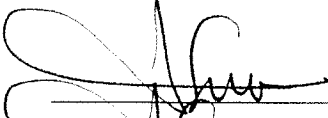

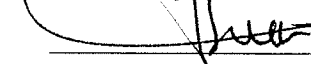




Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/1/2011.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Deltaway Energy, Inc.</u>		<u>Francois Screve, President</u>
<u>Deltaway Energy, Inc.</u>		<u>Francois Screve, Director</u>
<u>Deltaway Energy, Inc.</u>		<u>Francois Screve, Shareholder</u>
<u>Deltaway Energy, Inc.</u>		<u>Beatrice Screve, Shareholder</u>
<u>Deltaway Energy Internatio</u>		<u>Francois Screve, President</u>
<u>Deltaway Energy Internatio</u>		<u>Francois Screve, Director</u>
<u>Deltaway Energy Internatio</u>		<u>Beatrice Screve, Director</u>
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into effective as of December 1, 2011, by and between DELTAWAY ENERGY, INC., a Florida corporation ("DW Florida") and DELTAWAY ENERGY INTERNATIONAL INC., a California corporation ("DW California" or "Surviving Corporation").

RECITALS

A. DW Florida was formed in 2003 by the filing of Articles of Incorporation with the Florida Secretary of State's Office and the adoption of its Bylaws that year. As of the date hereof, Francois Screve and Beatrice Screve are the only shareholders of DW Florida (collectively, the "DW Florida's Shareholders"), and Francois Screve is the only director of DW Florida ("DW Florida's Sole Director"). DW California was incorporated in the State of California on September 12, 2011.

B. A merger of a Florida corporation into a California corporation is allowed under Section 607.1101 of the Florida Statutes ("FS") and Sections 17550 - 17556 of the California Corporations Code ("CCC").

C. The Board of Directors of DW California, DW Florida's Sole Director and DW Florida's Shareholders have determined that it is in the best interests of DW California and DW Florida, respectively, to consummate a merger of DW Florida with and into DW California (the "Merger"), with DW California as the surviving entity in the Merger, including such restrictions on each Member's stock of the Surviving Corporation (as defined below) as set forth in this Agreement.

D. The parties intend that the Merger shall be treated, for U.S. federal income tax purposes, as the transfer of DW Florida's assets to DW California and the assumption by DW California of DW Florida's liabilities in exchange for stock in DW California, in an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended, followed by the termination and liquidation of DW Florida, and the distribution of the stock to DW Florida's Shareholders, with the consequences described in IRS Revenue Ruling 84-111, 1984-2 C.B. 88, Alternative 1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, DW California, DW Florida, DW Florida's Shareholders, and DW Florida's Sole Director agree as follows:

1. Merger. Subject to the terms and conditions of this Agreement, and in accordance with the FS and the CCC, at the Effective Time (as defined below in Section 3 of this Agreement), DW Florida shall merge with and into DW California. Upon consummation of the Merger, the separate existence of DW Florida shall terminate, and DW California shall be the surviving entity (the "Surviving Corporation").

2. Effects of the Merger. The Merger shall have the effects specified in the FS and the CCC, and at the Effective Time, DW California shall succeed to DW Florida in the manner

of and as more fully set forth in Section 607.1101 of the FS. The Certificate of Incorporation and Bylaws of DW California, each as amended as of immediately before the Effective Time, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation as of immediately after the Effective Time. The officers and directors of DW California as of immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation, until their successors are duly elected or appointed and qualified.

3. Effective Time. Subject to the terms and conditions of this Agreement, DW Florida and DW California shall deliver all required executed documents to the Secretary of State of the State of California and to the Secretary of State of the State of Florida and shall make any other filings and take any other actions necessary to cause the Merger to become effected. The “Effective Time” means the date and time on which the Merger first becomes effective under the FS and the CCC.

4. Further Assurances. From time to time after the Effective Time, as and when required by Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of DW Florida such deeds and other instruments, and there shall be taken or caused to be taken by DW Florida such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of DW Florida, and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of DW Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Conversion and Exchange of Interests. At the Effective Time and by virtue of the Merger, and without any further action on the part of DW Florida or any shareholder of DW Florida:

(a) Each of the shareholders’ shares of Common Stock in DW Florida outstanding immediately prior to the Effective Time will be converted into one validly issued, fully paid and non-assessable share of Common Stock of the Surviving Corporation. For the avoidance of all doubt regarding the calculation of the number of shares described in the foregoing sentence, set forth on **Exhibit A** attached hereto is the number of shares of Common Stock into which each shareholder’s shares of Common Stock of DW Florida shall convert at the Effective Time. Each certificate evidencing ownership of shares of Common Stock of DW Florida, (the “DW Florida’s Stock Certificates”), will, until cancelled and exchanged for certificates evidencing ownership of shares of Common Stock of the Surviving Corporation (the “Surviving Corporation’s Stock Certificates”), evidence ownership of such shares of Common Stock of the Surviving Corporation. Promptly upon consummation of the Merger, the Surviving Corporation shall make such arrangements as it deems appropriate to effect the exchange of any of DW Florida’s Stock Certificates for Stock Certificates in the Surviving Corporation.

(b) Each share of the Surviving Corporation’s Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled, retired and extinguished without any conversion and without the issuance or payment of any consideration, and no shares

of the Surviving Corporation or other securities of the Surviving Corporation shall be issued in respect thereof.

(c) From and after the Effective Time, the shareholders of DW Florida shall have no further rights as a shareholder of DW Florida other than the right to receive the shares of Common Stock of the Surviving Corporation as described in Section 5(a) above.

(d) No fractional shares of the Surviving Corporation's Common Stock will be issued in connection with the Merger.

(e) The Surviving Corporation shall issue shares and options of its Common Stock as provided in this Agreement pursuant to a "private placement" exemption or exemptions from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or Regulation D promulgated under the Securities Act and an exemption from qualification under applicable state securities laws. The Surviving Corporation and DW Florida shall comply with all applicable provisions of, and rules under, the Securities Act and applicable state securities laws in connection with the offering and issuance of the shares and options of the Surviving Corporation Common Stock pursuant to this Agreement. Such shares and options of Surviving Corporation Common Stock will be "restricted securities" under the federal and state securities laws and cannot be offered or resold except pursuant to registration under the Securities Act or an available exemption from registration.

(f) Each shareholder hereby agrees and acknowledges, severally and not jointly, that all of such shareholder's Securities (as defined below) shall be subject to the terms, conditions, restrictions and obligations set forth in Surviving Corporation's Bylaws.

6. Dissenter's Rights. Notwithstanding anything in this Agreement to the contrary and unless otherwise provided by applicable law, any shareholder's interest in DW Florida that is owned by a shareholder who has properly perfected its dissenter's rights in accordance with the provisions of applicable law (each, a "Dissenting Interest"), shall not be converted into the right to receive any stock or other securities of the Surviving Corporation unless and until such shareholder shall have failed to perfect or shall have effectively withdrawn or lost its right of payment under applicable law, but, instead, any shareholder holding any such Dissenting Interest shall be entitled to payment of the fair value of such the shares of Common Stock that would otherwise be exchangeable for the applicable Dissenting Interest pursuant to the terms of Section 5(a) above, in accordance with the applicable provisions of law. If any such holder of a Dissenting Interest shall have failed to perfect or shall have effectively withdrawn or lost such dissenter's rights, the shareholder interest of DW Florida held by such shareholder shall thereupon be deemed to have been converted into the right to receive and become exchangeable for, at the Effective Time, the consideration specified and allocated in Section 5(a) above.

7. Employee Benefit Plans. As of the Effective Time, the Surviving Corporation hereby assumes all obligations of DW Florida under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date.

8. DW Florida Representations. DW Florida hereby represents and warrants to the Surviving Corporation that the statements contained in this Section 8 are true and correct as of the date of this Agreement:

(a) Organization, Good Standing; Qualification; No Subsidiaries. DW Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to own, lease and otherwise hold and operate its properties and other assets and to carry on its business as it is now being conducted. DW Florida does not own any subsidiaries.

(b) Operating Agreement and Capitalization. DW Florida has made available to the Surviving Corporation a complete and correct copy of its Bylaws and the minute books containing all consents, actions and meeting of its shareholders and the sole Director. As of the date of this Agreement, one hundred percent (100%) of the shares of DW Florida is issued and outstanding, all of which is duly authorized, validly issued, fully paid and non-assessable. There are no options, warrants or other rights, agreements, arrangements or commitments of any character, whether or not contingent, obligating DW Florida to issue or sell any shares in DW Florida, or other equity interest in DW Florida.

9. Covenants of the Surviving Corporation. The Surviving Corporation covenants and agrees that it will, on or before the Effective Date:

(a) Qualify to do business in the State of California, and in all other states in which DW Florida is so qualified and in which the failure so to qualify would have a material adverse impact on the business or financial condition of the Surviving Corporation. In connection therewith, the Surviving Corporation shall irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code and under applicable provisions of state law in other states in which qualification is required hereunder.

(b) File any and all documents with the Florida Department of Revenue necessary to the assumption by the Surviving Corporation of all of the franchise tax liabilities of DW Florida, if required.

10. Conditions to the Merger. The respective obligations of DW Florida and the Surviving Corporation to consummate the Merger are subject to the satisfaction or waiver (where permissible) of the following conditions:

(a) All necessary filings shall have been made and all necessary approvals, if any, shall have been obtained.

(b) This Agreement shall have been approved and adopted (i) by DW Florida's shareholders and DW Florida's Sole Director in such manner as required by DW Florida's bylaws and/or applicable law and (ii) by the Board of Directors and shareholders of the Surviving Corporation as, required by the Surviving Corporation's Certificate of Incorporation, the Surviving Corporation's bylaws, and the CCC.

11. Amendment or Termination: This Agreement may be amended or terminated and the Merger may be abandoned at any time prior to the Effective Time, notwithstanding any requisite approval and adoption of this Agreement by mutual written consent duly authorized by the Board of Directors and/or shareholders of the Surviving Corporation and the sole director and/or shareholders of DW Florida. If this Agreement is terminated, no party or their respective officers, directors, shareholders or authorized representatives shall have any liability of any nature whatsoever under this Agreement. To the extent that any provision of this Agreement conflicts with any provision(s) of the DW Florida's bylaws, DW Florida's shareholders and sole Director hereby agree that this Agreement hereby amends and supersedes DW Florida's Bylaws.

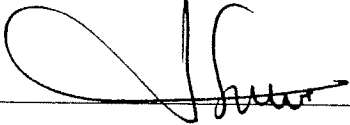
12. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

13. Counterparts. This Agreement may be executed in two or more counterparts, and each such counterpart and copy shall be and constitute an original instrument.

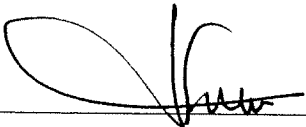
14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

IN WITNESS WHEREOF, DW Florida has caused this Agreement to be executed by all of the shareholders and sole director of DW Florida on behalf of DW, and the Surviving Corporation has caused this Agreement to be executed by its duly authorized representative, effective as the date first above written.

Deltaway Energy, Inc.
a Florida corporation

By: 

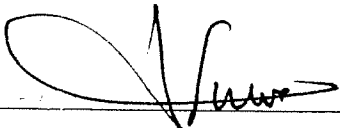
Francois Screve, President

By: 

Francois Screve, Shareholder

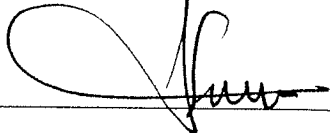
By: 

Beatrice Screve, Shareholder

By: 

Francois Screve, Director

Deltaway Energy International, Inc.
a California corporation

By: 

Francois Screve, President

*** Exhibit A**
Recapitalization Conversion Table

<u>Stockholder</u>	<u>Percentage Interest in DW Florida</u>	<u>Conversion into Number of Shares of Surviving Corporation Common Stock</u>	<u>Percentage Interest in Surviving Corporation</u>
Francois Screve	95%	1425	95%
Beatrice Screve	5%	75	5%
TOTAL	100.000%	1,500	100.000%