

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	05/09/2013

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DunAn Microstaq, Inc.		05/09/2013	CORPORATION: DELAWARE

## NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
DMQ International, Inc.	05/09/2013	CORPORATION: TEXAS

## MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

<b>Name:</b>	DunAn Microstaq, Inc.
<b>Street Address:</b>	4120 Freidrich Lane
<b>Internal Address:</b>	Suite 225
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78744
<b>Entity Type:</b>	CORPORATION: TEXAS

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	3743879	MICROSTAQ
<b>Registration Number:</b>	4080406	VENTILUM
<b>Registration Number:</b>	3746010	
<b>Registration Number:</b>	4576462	INNOVATIONS THAT FLOW
<b>Registration Number:</b>	4576460	DMQ

## CORRESPONDENCE DATA

Fax Number: 3308647986

*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: 330-864-5550

Email: trademarks@hahnlaw.com

Correspondent Name: Amanda H. Wilcox

Address Line 1: 200 Public Square

Address Line 2: Suite 2800

Address Line 4: Cleveland, OHIO 44114

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Amanda H. Wilcox
<b>SIGNATURE:</b>	/Amanda H. Wilcox/
<b>DATE SIGNED:</b>	11/21/2014
<b>Total Attachments: 10</b> source=DMQ merger and name change documents#page1.tif source=DMQ merger and name change documents#page2.tif source=DMQ merger and name change documents#page3.tif source=DMQ merger and name change documents#page4.tif source=DMQ merger and name change documents#page5.tif source=DMQ merger and name change documents#page6.tif source=DMQ merger and name change documents#page7.tif source=DMQ merger and name change documents#page8.tif source=DMQ merger and name change documents#page9.tif source=DMQ merger and name change documents#page10.tif	

**FILED**  
In the Office of the  
Secretary of State of Texas

**MAY 07 2013**

**Corporations Section**

**CERTIFICATE OF FORMATION  
OF  
DMQ INTERNATIONAL, INC.**

The undersigned, a person having the capacity to enter into a contract, acting as organizer of a for-profit corporation (the "Corporation") under the Texas Business Organizations Code (as the same may be amended or supplemented from time to time, the "TBOC"), does hereby adopt the following Certificate of Formation for such Corporation:

**ARTICLE ONE**

The entity being formed is a for-profit corporation. The name of the Corporation is DMQ International, Inc.

**ARTICLE TWO**

The period of the Corporation's duration is perpetual.

**ARTICLE THREE**

The purpose for which the Corporation is formed is for the transaction of any and all lawful business for which a for-profit corporation may be organized under the TBOC.

**ARTICLE FOUR**

(a) Authorized Capital. The aggregate number of shares of stock which the Corporation shall have authority to issue is One Hundred Eighty Million (180,000,000) shares, which shall have a par value of \$0.01 and shall be Common Stock (the "Common Stock"). The Common Stock shall be divided into series; accordingly, Ninety Million (90,000,000) shares shall be designated as Series A Common Stock and Ninety Million (90,000,000) shares shall be designated as Series B Common Stock. The voting power, preferences and relative, participating, optional and other special rights of each such series, and the qualifications, limitations and restrictions thereof, are as set forth below.

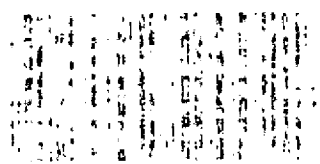
(b) Series A Common Stock.

(i) Voting Rights. Each share of Series A Common Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of shareholders.

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**Secretary of State**



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(ii) *Dividends.* If and when dividends on the Common Stock are declared payable by the Board of Directors, whether payable in cash, in property, or in shares of stock of the Corporation, the holders of Series A Common Stock and the holders of Series B Common Stock shall be entitled to share equally, on a per share basis, in such dividends.

(iii) *Liquidation, Dissolution, or Winding Up.* In the event of any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the Series A Common Stock and the holders of the Series B Common Stock shall be entitled to share pro rata in the remaining assets of the Corporation according to their respective interests.

(c) Series B Common Stock.

(i) *Voting Rights.* Holders of Series B Common Stock shall not have voting rights.

(ii) *Dividends.* If and when dividends on the Common Stock are declared payable by the Board of Directors, whether payable in cash, in property, or in shares of stock of the Corporation, the holders of Series A Common Stock and the holders of Series B Common Stock shall be entitled to share equally, on a per share basis, in such dividends.

(iii) *Conversion of Series B Common Stock by Holder.* The holder of each share of Series B Common Stock shall have the right at any time, or from time to time, at such holder's option, to convert each such share into one fully paid and nonassessable share of Series A Common Stock on and subject to the terms and conditions hereinafter set forth. In order to exercise the conversion privilege, the holder of any shares of Series B Common Stock to be converted shall present and surrender the certificate or certificates representing such shares during usual business hours at any office of the Corporation maintained for the transfer of Series B Common Stock and shall deliver a written notice of the election of the holder to convert the shares represented by such certificate or any portion thereof specified in such notice. Such notice shall also state name or names (with address) in which the certificate or certificates for shares of Series A Common Stock issuable on such conversion shall be registered. Any certificate for shares surrendered for conversion shall be accompanied by instruments of transfer, in form satisfactory to the Corporation, duly executed by the holder of such shares or his duly authorized representative. As promptly as practicable after the presentation and surrender for conversion, as herein provided, of any certificate for shares of Series B Common Stock, the Corporation shall issue and deliver at such office, to or upon the written order of the holder thereof, certificates for the number of shares of Series A Common Stock issuable upon such conversion.

(iv) *Liquidation, Dissolution, or Winding Up.* In the event of any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the Series A Common Stock and the holders of the Series B Common Stock shall be entitled to share pro rata in the remaining assets of the Corporation according to their respective interests.

#### ARTICLE FIVE

The street address of the initial registered office of the Corporation is 1200 Coit Road, Suite 107, Plano, Texas 75075, and the name of its initial registered agent at such address is Eric S. Chern.

#### ARTICLE SIX

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Cailiang Zhou	1 Central Rd. Diankou Industry Zone Zhuji Zhejiang 311835 China
Tinghou Jiang	1 Central Rd. Diankou Industry Zone Zhuji Zhejiang 311835 China
Gene J. Yao	4150 Freidrich Lane, Suite A Austin, Texas 78744

#### ARTICLE SEVEN

Notwithstanding any provisions of the TBOC requiring for any purpose the affirmative vote of two-thirds, or any other percentage, of the outstanding shares entitled by law to vote thereon, or of the outstanding shares of a class or series entitled by law to vote thereon, such action, to the extent permitted by law, may be authorized and taken by the affirmative vote of the holders of a majority of such outstanding shares, or such outstanding shares of a class or series, as applicable. Except as provided in the preceding sentence or as otherwise required by law, the affirmative vote of the holders of a majority of the shares entitled to vote and represented in person or by proxy at any shareholders meeting at which a quorum is present shall be the act of the shareholders.

#### ARTICLE EIGHT

Any action required or permitted by law to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing,

setting forth the action so taken, is signed by the holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

#### ARTICLE NINE

The Corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Corporation or (b) while a director or officer of the Corporation is or was serving at the request of the Corporation as a member, manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, limited liability company, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise to the fullest extent that a corporation may grant indemnification to a person serving in such capacity under the TBOC, as the same exists or may hereafter be amended.

Such right shall be a contract right and shall include the right to be paid by the Corporation for all reasonable expenses actually incurred in connection with any such proceeding in advance of its final disposition to the maximum extent permitted under the TBOC, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 45 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the TBOC, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof, special legal counsel, or shareholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs or defense to, the claimant is permissible under the circumstances nor an actual determination by the Corporation (including its Board or any committee thereof, special legal counsel, or shareholders) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible.

The Corporation additionally may indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

The provisions of this Article (a) are for the benefit of, and may be enforced by, each indemnitee of the Corporation (each, an "Indemnitee"), the same as if set forth in their entirety in a written instrument duly executed and delivered by the Corporation and such Indemnitee and (b) constitute a continuing offer to all present and future Indemnitees. The Corporation, by its adoption of this Article, (x) acknowledges and agrees that each Indemnitee of the Corporation has relied upon and will continue to rely upon the provisions of this Article in becoming, and serving in, any of the capacities referred in the first paragraph of this Article, (y) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees and

(z) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Corporation.

No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such Indemnitees, under and in accordance with the provisions of this Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

As used herein, the term "proceeding" means any threatened, pending, or completed action or other proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action or proceeding, and any inquiry or investigation that could lead to such an action or proceeding.

#### ARTICLE TEN

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director, to the extent the director is found liable, for:

- (a) a breach of a director's duty of loyalty to the Corporation or its shareholders;
- (b) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which a director received an improper benefit, regardless of whether or not the benefit resulted from an action taken within the scope of the director's duties; or
- (d) an act or omission for which the liability of a director is expressly provided by an applicable statute.

Neither the amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Formation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of any inconsistent provision. If the TBOC or any successor thereto is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the TBOC or any successor thereto, as so amended from time to time.


**ARTICLE ELEVEN**

The name and address of the organizer are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Roger A. Crabb	2700 Lincoln Plaza 500 N. Akard Street Dallas, Texas 75201

IN WITNESS WHEREOF, the undersigned organizer has hereunto set his hand the 1<sup>st</sup> day of May, 2013 and does hereby disclaim any and all interests in DMQ International, Inc.

ORGANIZER

  
\_\_\_\_\_  
Roger A. Crabb



MAY 08 2013

Corporations Section

CERTIFICATE OF MERGER

OF

DUNAN MICROSTAQ, INC.,  
A DELAWARE CORPORATION

WITH AND INTO

DMQ INTERNATIONAL, INC.,  
A TEXAS CORPORATION

In accordance with the provisions of Section 10.151 of the Texas Business Organizations Code, DunAn Microstaq, Inc., a Delaware corporation (the "Non-Surviving Corporation") and DMQ International, Inc., a Texas corporation (the "Surviving Corporation"), hereby adopt the following Certificate of Merger for the purpose of merging the Non-Surviving Corporation with and into the Surviving Corporation effective as of the date of the filing of this Certificate of Merger with the Secretary of State of Texas (the "Effective Time"). The Non-Surviving Corporation and the Surviving Corporation shall sometimes collectively be referred to herein as the "filing entities."

1. Statement Certifying Information Relating to Plan of Merger. An Agreement and Plan of Merger (the "Plan") has been approved by each of the Non-Surviving Corporation and the Surviving Corporation. The filing entities hereby certify the following with regard to such Plan:

a. The name and state of incorporation or organization of the filing entities are as follows:

<u>Name of Entity</u>	<u>State of Organization</u>
DunAn Microstaq, Inc.	Delaware
DMQ International, Inc.	Texas

b. The Plan amends the name of the Surviving Corporation. The new name of the Surviving Corporation is DunAn Microstaq, Inc. Other than the name change, no amendments to the certificate of formation of the Surviving Corporation are effected by the merger.

c. An executed copy of the Plan is on file at the principal place of business of the Surviving Corporation, whose address is 4150 Friedrich Lane, Suite A, Austin, Texas 78744.

d. Upon written request therefore, a copy of the Plan will be furnished without cost by the Surviving Corporation to any shareholder of the Non-Surviving Corporation.

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2. Due Authorization of the Plan. The approval of the Plan was duly authorized by all action required by the laws of the State of Texas, under which the Surviving Corporation was formed, and by its governing documents. The approval of the Plan was duly authorized by all action required by the laws of the State of Delaware, under which the Non-Surviving Corporation was incorporated, and by its governing documents.

3. Payment of Taxes and Fees. The Surviving Corporation shall be responsible for the payment of all fees and franchise taxes of the filing entities, and the Surviving Corporation shall be obligated to pay such fees and franchise taxes, if the same are not timely paid.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger as of the 5<sup>th</sup> day of May, 2013.

**NON-SURVIVING CORPORATION:**

**DUNN MICROSTAQ, INC.,**  
a Delaware corporation

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

Gene J. Yao, President

**SURVIVING CORPORATION:**

**DMQ INTERNATIONAL, INC.,**  
a Texas corporation

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

Gene J. Yao, President



## Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

DunAn Microstaq, Inc.  
Filing Number: 801780194

Certificate of Formation

May 07, 2013

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 12, 2014.



*NANDITA BERRY*

Nandita Berry  
Secretary of State



## Office of the Secretary of State

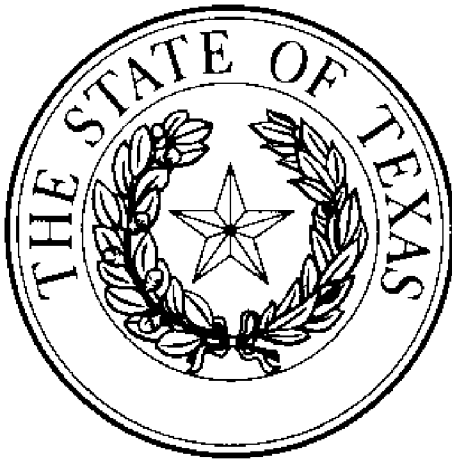
The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

DunAn Microstaq, Inc.  
Filing Number: 801780194

Certificate of Merger

May 09, 2013

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 12, 2014.



*NANDITA BERRY*

Nandita Berry  
Secretary of State