

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeLast, Inc.		03/31/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	LifeLast, Inc.		
Street Address:	3813 Helios Way, Suite 190		
City:	Pflugerville		
State/Country:	TEXAS		
Postal Code:	78660		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3196357	LIFELAST	
Registration Number:	4244764	DURAGARD	
CORRESPONDENCE DATA			
Fax Number:	5034781357		
<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>			
Phone:	5034172125		
Email:	tbc@bhlaw.com		
Correspondent Name:	Timothy B Crippen, Black Helterline LLP		
Address Line 1:	805 SW Broadway Ste 1900		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	007156-0010		
NAME OF SUBMITTER:	Timothy B. Crippen		
SIGNATURE:	/Timothy B. Crippen/		
DATE SIGNED:	02/03/2016		
Total Attachments: 5			
source=Lifelast - Certificate of Conversion#page1.tif			
source=Lifelast - Certificate of Conversion#page2.tif			
source=Lifelast - Certificate of Conversion#page3.tif			

OP \$65.00 3196357

source=Lifelast - Certificate of Conversion#page4.tif

source=Lifelast - Certificate of Conversion#page5.tif



Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

LifeLast, Inc.

File Number: [Entity not of Record, Filing Number Not Available]

Converting it to

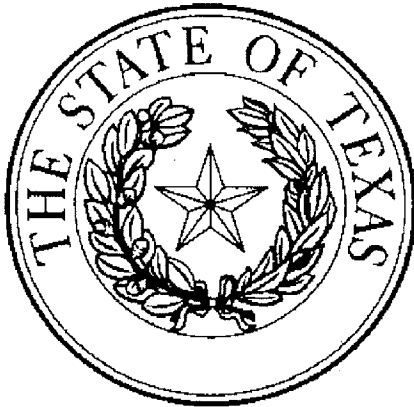
LifeLast, Inc.

File Number: 802182767

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 03/25/2015

Effective: 03/31/2015 11:59 pm



A handwritten signature in black ink, appearing to read "Carlos Cascos".

Carlos Cascos
Secretary of State

MAR 25 2015

Corporations Section

**CERTIFICATE OF CONVERSION
(Texas)**

Name of Converting Corporation: LifeLast, Inc., a Washington corporation

Name of Surviving Corporation: LifeLast, Inc., a Texas corporation

Effective Date of Conversion: March 31, 2015 at 11:59 p.m.


The conversion accomplished by this Certificate has been duly authorized and approved by the board of directors and shareholders of the Converting Corporation under the laws of the state of Washington.

A signed plan of conversion is attached.

Converting Corporation

LifeLast, Inc., a Washington corporation

Date: 03/16/15

By 
Jeffrey Buratto, President

PLAN OF CONVERSION

This Plan of Conversion (this "Agreement") is dated as of MARCH 16, 2015 and is entered into between LifeLast, Inc., a Texas corporation (the "Surviving Corporation") and LifeLast, Inc., a Washington corporation (the "Converting Corporation").

RECITALS

A. The Converting Corporation desires to effect a conversion into the Surviving Corporation on the terms set forth in this Agreement pursuant to the provisions of the Texas Business Organizations Code and the Washington Business Corporation Act.

B. The Surviving Corporation and the Converting Corporation intend that the Converting Corporation's conversion qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

The parties agree as follows:

AGREEMENT

1. **Conversion.** On the Effective Date of the conversion, the Converting Corporation shall be converted into the Surviving Corporation, the separate existence of the Converting Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and the property of the Converting Corporation, without the necessity of any separate transfer. The Surviving Corporation shall after that date be responsible and liable for all liabilities and obligations of the Converting Corporation, including Texas franchise taxes, and neither the rights of creditors nor any liens on the property of the Converting Corporation shall be impaired by the conversion. The Converting Corporation shall continue its existence in the organizational form of the Surviving Corporation. The conversion accomplished by this Agreement has been duly authorized and approved by the board of directors and shareholders of the Converting Corporation under the laws of the state of Washington.

2. **Effective Date.** The conversion of the Converting Corporation into the Surviving Corporation will become effective as of 11:59 p.m. on March 31, 2015 (the "Effective Date"). The Certificate of Formation attached as Exhibit A shall be filed with the Texas Secretary of State effective as of the Effective Date.

3. **Conversion of Shares.** Each share of common stock of the Converting Corporation issued and outstanding on the Effective Date shall be converted into one (1) share of the common stock of the Surviving Corporation, which shares of common stock of the Surviving Corporation shall thereupon be issued and outstanding. On the Effective Date, each holder of certificates for shares of common stock of the Converting Corporation shall surrender them to the Surviving Corporation or its agent, and on receipt of the certificates, the Surviving Corporation shall issue and exchange therefor certificates for shares of common stock in the

Surviving Corporation, representing the number of shares of stock to which the holder is entitled as provided above.

4. **Certificate of Formation, Bylaws, Directors and Officers.** On the Effective Date:

a. **Certificate of Formation.** The Surviving Corporation shall adopt a Certificate of Formation as of the Effective Date, which shall be effective until amended in accordance with applicable law.

b. **Bylaws.** The Surviving Corporation shall adopt Bylaws as of the Effective Date, which shall be the Bylaws of the Surviving Corporation until amended or repealed.

c. **Board of Directors and Officers.** The Board of Directors of the Surviving Corporation will consist of persons who were directors of the Converting Corporation immediately before the Effective Date, and they will hold office in each case until their successors are elected and qualify. The officers of the Surviving Corporation will be persons who were the officers of the Converting Corporation immediately before the Effective Date, and they will hold office in each case at the pleasure of the Board of Directors of the Surviving Corporation.

5. **Termination.**

a. **Time for Termination.** This Agreement may be terminated and the conversion abandoned at any time before the Effective Date, by action of the board of directors of the Surviving Corporation for any reason or for no reason.

b. **Effect of Termination.** If this Agreement is terminated as provided in this Section 5, this Agreement will become wholly void and of no effect, each party will bear its own expenses, and there will be no liability or obligation on the part of either party. In the event this Agreement is terminated, the provisions of Section 6 shall survive.

6. **Miscellaneous.**

a. **Assignment.** No party may assign rights or delegate duties under this Agreement without the prior written consent of the other party.

b. **Attorneys' Fees.** The prevailing party in any dispute with respect to this Agreement, including in tort, shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred with respect to such dispute and in any appeal.

c. **Waiver.** A party waiving compliance with a provision in this Agreement may only do so by a signed writing. Unless otherwise specified in the writing, such a waiver only relates to the provision being waived and the particular instance. Failure to enforce a provision of this Agreement does not constitute a waiver.

d. **Governing Law.** This Agreement is governed by the laws of the state of Texas without regard to rules pertaining to conflicts of laws.

e. **Miscellaneous Clauses.** No amendment to this Agreement will be effective unless in writing and signed by the parties. The headings in this Agreement are for convenience and do not affect its meaning. This Agreement is the entire understanding of the parties with respect to its subject matter and supersedes all prior understandings, whether written or oral. This Agreement may be executed in separate counterparts. Faxed or scanned signatures are the same as manual signatures. The parties agree to do such things as may be reasonably necessary to carry out the purposes of this Agreement. Time is of the essence in the performance of this Agreement. Only the parties to this Agreement are intended to benefit from its provisions. Each party shall bear its own expenses in connection with the preparation and performance of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

Converting Corporation

LifeLast, Inc., a Washington corporation

By: Jeffrey Buratto
Jeffrey Buratto, President and Secretary

Surviving Corporation

LifeLast, Inc., a Texas corporation

By: Jeffrey Buratto
Jeffrey Buratto, President and Secretary