

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430288

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	06/20/2010		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Old Mill Brick, LLC		06/20/2010	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Old Mill Brick, Incorporated		
<b>Street Address:</b>	14674 South 800 West		
<b>City:</b>	Bluffdale		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84065		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3979691	BRICKLATH	
<b>Registration Number:</b>	4170816	BRICKWEB	
<b>Registration Number:</b>	3766491	OLD MILL THIN BRICK SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015786999		
<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>			
<b>Phone:</b>	(801) 328-3131		
<b>Email:</b>	tm-slc@stoel.com		
<b>Correspondent Name:</b>	Catherine Parrish Lake		
<b>Address Line 1:</b>	201 South Main Street, Suite 1100		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Catherine Parrish Lake		
<b>SIGNATURE:</b>	/Catherine Parrish Lake/		
<b>DATE SIGNED:</b>	06/07/2017		
<b>Total Attachments: 3</b>			
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## AGREEMENT AND PLAN OF MERGER

This Agreement is made as of June 20, 2010, by and between Old Mill Brick, LLC, a Utah limited liability company ("LLC"), and Old Mill Brick Incorporated, a Nevada corporation ("CORP"). LLC and CORP are sometimes referred to as the "Constituent Entities."

The outstanding equity of LLC consists an unspecified number of common units, equal to 100% of the issued and outstanding units of the LLC. The authorized capital stock of CORP consists of 10,000,000 shares of common stock, par value \$.001, with no shares of common stock issued or outstanding.

The directors of the Constituent Entities deem it advisable and to the advantage of the entities that LLC merge into CORP upon the terms and conditions herein provided.

The parties do hereby adopt this plan of reorganization encompassed by this Agreement and agree that LLC shall merge into CORP on the following terms, conditions, and other provisions, and that the encompassed transaction be conducted in compliance with IRC 351 as a tax-free exchange, the Constituent Entities having the same equity owners before and after the transaction.

### 1. TERMS AND CONDITIONS

1.1 Merger. LLC will be merged with and into CORP (the "Merger"), and CORP will be the surviving entity (the "Surviving Corporation") effective upon the date of this Agreement (the "Effective Date").

1.2 Succession. On the Effective Date, CORP will continue its corporate existence under the laws of the State of Nevada, and the separate existence and corporate organization of LLC, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises of both of a public as well as of a private nature, of each of the Constituent Entities shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Entities; and all and singular rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, of each of the Constituent Entities, and all debts due to each of the Constituent Entities on whatever account, and all things in action or belonging to each of the Constituent Entities shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Entities, and the title to any real estate vested by deed or otherwise in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Entities and the members, shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Entities shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Common Stock of LLC and CORP. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Entities or their equity holders, (i) 100% of the units of LLC issued and outstanding immediately prior thereto shall be changed and converted into 10,000,000 fully-paid and non-assessable shares of Common Stock of CORP.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented units of the LLC shall be deemed for all purposes to evidence ownership of and to represent shares of CORP into which the shares of LLC represented by such certificates have been converted as herein provided and shall be so registered on the books and records

of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of CORP evidenced by such outstanding certificate as above provided.

## 2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of CORP in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

2.2 Directors. The directors of CORP immediately preceding the Effective Date shall remain the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successor are elected and qualified.

2.3 Officers. The officers of CORP immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

## 3. MISCELLANEOUS

3.1 Further Assurances. From time to time and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of LLC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of LLC and otherwise to carry out the purposes of this Agreement, and the managers and directors of LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

In the event that the merger of LLC with and into CORP shall have been fully authorized in accordance with the provisions of the Utah and Nevada law, CORP and LLC hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Utah and of the State of Nevada, and that they will cause to be performed all necessary acts therein and elsewhere the merger.

3.2 Amendment. At any time before or after approval by the members of LLC, this Agreement may be amended in any manner (except that, after the approval of the Agreement by the members of LLC, the principal terms may not be amended without further approval of the members of LLC) as may be determined in the judgment of the respective Boards of CORP and LLC to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Agreement.

3.3 Conditions to Merger. The obligation of the Constituent Entities to affect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Entities in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the members of LLC in accordance with applicable provisions of the Utah Revised Business Corporation Act; and

(b) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of LLC to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the Board of either LLC or CORP, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of LLC and CORP, such action would be in the best interest of such corporations. In the event of

termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Entities or either Board with respect thereto, except that LLC shall pay all expenses incurred in connection with the Merger or in respect of this Agreement or relating thereto.

3.5 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

This Agreement, having first been duly approved by the Board of Managers of LLC as June 20, 2010, and the Board of Directors of CORP as of June 20, 2010, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized as of June 20, 2010.

Dated: June 20, 2010

Old Mill Brick, LLC, a Utah limited liability company

  
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Garrick Hunsaker, Manager

Old Mill Brick, Incorporated, a Nevada corporation

  
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Garrick Hunsaker, Manager