

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/29/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deltaway Energy International, Inc.		09/13/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deltaway Energy International, Inc.
Street Address:	270 W Pearl Avenue
Internal Address:	Suite 103
City:	Jackson
State/Country:	WYOMING
Postal Code:	83001
Entity Type:	Corporation: WYOMING

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4485618	DELTAWAY
Registration Number:	3515924	DELTAWAY
Registration Number:	3515923	DELTAWAY
Registration Number:	3515925	DELTAWAY
Registration Number:	3515922	DELTAWAY
Registration Number:	4380755	

CORRESPONDENCE DATA

Fax Number: 7075241906

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: 707 524 1900

Email: dranit@smlaw.com

Correspondent Name: Warren L. Dranit

Address Line 1: 90 South E Street

Address Line 2: Suite 200

Address Line 4: Santa Rosa, CALIFORNIA 95404

NAME OF SUBMITTER:	Warren L. Dranit
---------------------------	------------------

SIGNATURE:	/wld/
DATE SIGNED:	01/22/2018
Total Attachments: 9 source=Articles of Merger CA FILED#page1.tif source=Articles of Merger CA FILED#page2.tif source=Articles of Merger CA FILED#page3.tif source=Articles of Merger CA FILED#page4.tif source=Articles of Merger CA FILED#page5.tif source=Articles of Merger CA FILED#page6.tif source=Articles of Merger CA FILED#page7.tif source=Articles of Merger CA FILED#page8.tif source=Articles of Merger CA FILED#page9.tif	

01432896

341176/out

Ed Murray, WY Secretary of State
FILED: 09/21/2017 02:51 PM
Original ID: 2017-000760055
Amendment ID: 2017-002135350

ARTICLES OF MERGER
DELTAWAY ENERGY INTERNATIONAL, INC., a California corporation
INTO
DELTAWAY ENERGY INTERNATIONAL, INC., a Wyoming corporation

FILED
Secretary of State
State of California

DEC 29 2017

The undersigned surviving corporation following merger hereby files Articles of Merger with respect to the merger of DELTAWAY ENERGY INTERNATIONAL, INC., a California corporation (hereinafter "DELTAWAY CA"), and DELTAWAY ENERGY INTERNATIONAL, INC., a Wyoming corporation (hereinafter "DELTAWAY WY") pursuant to Wyo. Stat. § 17-16-1106 of the Wyoming Business Corporation Act, as follows:

NQ/NS 1PC
O/S
2017-000
760055

I. The plan of merger:

See the attached Plan of Reorganization and Agreement of Merger, which is incorporated herein by this reference.

II. Shareholder approval of each corporation party to the merger was required and given, as follows:

A. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the plan as to each corporation:

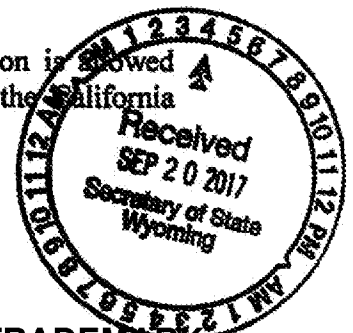
	<u>Number of Shares</u>	<u>Designation</u>	<u>Number of Votes</u>
DELTAWAY CA	1,500	common	1,500
DELTAWAY WY	1,500	common	1,500

B. The number of votes cast for and against the plan by each voting group entitled to vote separately:

	<u>Number Voting For</u>	<u>Number Voting Against</u>
DELTAWAY CA	1,500	0
DELTAWAY WY	1,500	0


III. A merger of a California corporation into a Wyoming corporation is allowed under Wyoming Statute § 17-16-1102 and Sections 17550 - 17556 of the California Corporations Code.

[Signatures on following page]



DATE: September 13, 2017

DELTAWAY ENERGY
INTERNATIONAL, INC.
a California corporation

By: 

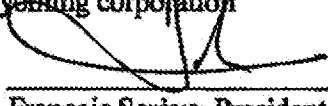
François Scrève, President

By: 

François Scrève, Secretary

DATE: September 13, 2017

DELTAWAY ENERGY
INTERNATIONAL, INC.
a Wyoming corporation

By: 

François Scrève, President

By: 

François Scrève, Secretary

PLAN OF REORGANIZATION AND AGREEMENT OF MERGER

THIS PLAN OF REORGANIZATION AND AGREEMENT OF MERGER, dated as of September 13, 2017, (this "Agreement"), is entered into between DELTAWAY ENERGY INTERNATIONAL, INC., a Wyoming corporation (hereinafter DELTAWAY WY) and DELTAWAY ENERGY INTERNATIONAL, INC., a California corporation (hereinafter DELTAWAY CA).

WHEREAS, DELTAWAY CA was incorporated in the State of California on September 12, 2011 and DELTAWAY WY was incorporated in the State of Wyoming on June 30, 2017;

WHEREAS, a merger of a California corporation into a Wyoming corporation is allowed under Wyoming Statute § 17-16-1102 ("WS") and Sections 1100 – 1113 of the California Corporations Code ("CCC");

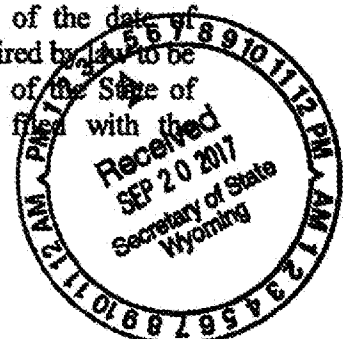
WHEREAS, the Board of Directors of DELTAWAY CA and DELTAWAY CA's shareholders along with the Board of Directors of DELTAWAY WY and DELTAWAY WY's shareholders have determined that it is in the best interests of DELTAWAY CA and DELTAWAY WY to consummate a merger of DELTAWAY CA with and into DELTAWAY WY (the "Merger"), with DELTAWAY WY 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;

WHEREAS, DELTAWAY WY has unlimited authorized capital stock ("DELTAWAY WY Common Stock"), of which there are 1,500 shares issued and outstanding on the date hereof;

WHEREAS, DELTAWAY CA has authorized capital stock consisting of 100,000 shares of Common Stock, no par value ("DELTAWAY CA Common Stock"), of which there are 1,500 shares issued and outstanding on the date hereof;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, DELTAWAY WY and DELTAWAY CA hereby agree as follows:

1. **Merger.** Subject to the terms and conditions hereinafter set forth, and in accordance with the WS and the CCC, DELTAWAY CA shall be merged with and into DELTAWAY WY with DELTAWAY WY being the surviving corporation. This Merger shall be effective if and when properly executed Articles of Merger consistent with the terms of this Agreement and the Wyoming Business Corporation Act of the date of Wyoming (the "Wyoming BCA"), together with any other documents required by the State of Wyoming, and when similar properly executed documents shall be filed with the appropriate offices in California (the "Effective Time" of the Merger).



TRADEMARK

REEL: 006253 FRAME: 0418

2. **Governing Document.** DELTAWAY WY shall be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation"), and the Surviving Corporation shall continue its existence under the laws of the state of Wyoming. The Articles of Incorporation of DELTAWAY WY as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, without change or amendment until thereafter amended, and the Bylaws of DELTAWAY WY as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, without change or amendment until thereafter amended. The officers and directors of DELTAWAY WY 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. **Succession.** At the Effective Time, the separate corporate existence of DELTAWAY CA shall cease, DELTAWAY WY shall succeed to all rights, privileges, assets and liabilities of DELTAWAY CA in the manner set forth in §§ 17-16-1106 and 17-16-1107 of the Wyoming BCA. DELTAWAY CA is sometimes referred to herein as the "Disappearing Corporation."

4. **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

4.1. Each share of the DELTAWAY CA Common Stock which is issued and outstanding immediately prior to the Effective Time shall be changed and converted into 1 fully paid share of DELTAWAY WY common shares, as more fully set forth in Exhibit A attached hereto;

4.2. Each share of the Surviving Corporation's Common Stock which is 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.

5. **Conditions to the Merger.** The consummation of the Merger is subject to the condition that the Merger shall have received any required shareholder approval.

6. **Stock Certificates.** At and after the Effective Time of the Merger, all of the outstanding certificates which immediately prior to the Effective Time of the Merger evidenced shares of DELTAWAY CA Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of DELTAWAY WY common Stock into which the shares of DELTAWAY CA Common Stock formerly evidenced by such certificates have been converted as herein provided. Certificate evidencing ownership of DELTAWAY WY common Stock prior to the Effective Time shall be extinguished.

7. **Dissenter's Rights.** Notwithstanding anything in this Agreement to the contrary and unless otherwise provided by applicable law, any shareholder's interest in

DELTAWAY CA 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 of the shares of Common Stock that would otherwise be exchangeable for the applicable Dissenting Interest pursuant to the terms of Section 5.1 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 DELTAWAY CA 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 4.1 above.

8. Employee Benefit Plan. As of the Effective Time, the Surviving Corporation hereby assumes all obligations of DELTAWAY CA 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.

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

10. Amendments; Abandonment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either DELTAWAY WY or DELTAWAY CA, or both, in their sole discretion and notwithstanding approval of this Agreement by the stockholders of DELTAWAY CA or the shareholders of DELTAWAY WY.

11. Counterparts. In order to facilitate the filing and recording of this Agreement, this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Deltaway Energy International, Inc., a Wyoming corporation, and Deltaway Energy International, Inc., a California corporation, have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Deltaway Energy International, Inc.
a Wyoming corporation

By: 

François Scrève, Director


By: 

François Scrève, President

By: 

François Scrève, Secretary

Deltaway Energy International, Inc.
a California corporation

By: 


François Scrève, Chairman of the Board

By: 

Béatrice Scrève, Director

By: 

François Scrève, President

By: 

François Scrève, Secretary

EXHIBIT "A"

DELTAWAY WY shareholders prior to merger:

<u>Shareholder:</u>	<u>Number of Shares</u>
François Scrève	1,500

DELTAWAY CA shareholders prior to merger:

<u>Shareholder</u>	<u>Number of Shares</u>
François Scrève	1,500

DELTAWAY WY shareholders following merger:

<u>Shareholder</u>	<u>Number of Shares</u>
François Scrève	1,500

STATE OF WYOMING
Office of the Secretary of State

I, ED MURRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF MERGER

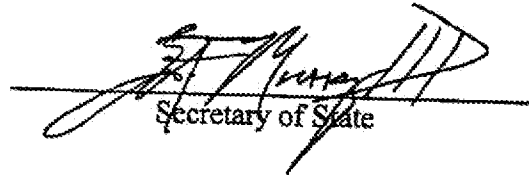
DELTAWAY ENERGY INTERNATIONAL, INC (CA) (Unqualified Non-survivor)

Merged into Deltaway Energy International, Inc. (Wyoming) (Qualified Survivor)


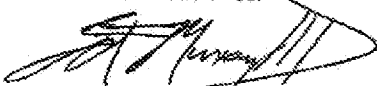
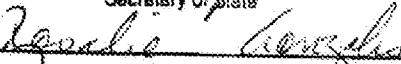
I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 21st day of September, 2017.



Filed Date: 09/21/2017


Secretary of State

By: Cristina Castillo

	STATE OF WYOMING Secretary of State
	I hereby certify that this is a true and complete copy of the document as filed in this office.
	
	Secretary of State
By: 	
Date: 