

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snapware Corporation		12/26/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Corelle Brands LLC
Street Address:	9525 West Bryn Mawr Ave.
Internal Address:	Suite 300
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2048888	SHATTERPROOF FLEXIGLASS
Registration Number:	2985761	SNAP 'N STACK
Registration Number:	1932006	SNAP WARE
Registration Number:	3970437	SNAPWARE
Registration Number:	5308070	SNAPWARE
Registration Number:	4381283	TOTAL SOLUTION

CORRESPONDENCE DATA

Fax Number: 5123225201

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: 512-482-5242

Email: sespensshade@pirkeybarber.com

Correspondent Name: Steven M. Espensshade

Address Line 1: 1801 East 6th Street

Address Line 2: Suite 300

Address Line 4: Austin, TEXAS 78702

NAME OF SUBMITTER:	Steven M. Espensshade
SIGNATURE:	/sm espensshade/

TRADEMARK

DATE SIGNED:	01/22/2020
---------------------	------------

Total Attachments: 7

- source=Snapware Corporation and Corelle Brands LLC Agreement and Plan of Merger#page1.tif
- source=Snapware Corporation and Corelle Brands LLC Agreement and Plan of Merger#page2.tif
- source=Snapware Corporation and Corelle Brands LLC Agreement and Plan of Merger#page3.tif
- source=Snapware Corporation and Corelle Brands LLC Agreement and Plan of Merger#page4.tif
- source=Snapware Corporation and Corelle Brands LLC Agreement and Plan of Merger#page5.tif
- source=Snapware Corporation and Corelle Brands LLC Agreement and Plan of Merger#page6.tif
- source=Snapware Corporation and Corelle Brands LLC Agreement and Plan of Merger#page7.tif

D1489136

1689490 OUT

FILED *Jim*
Secretary of State
State of California *ice TMH*
DEC 26 2018 EFFECTIVE
DATE

DEC 31 2018

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 26, 2018 (this "Merger Agreement"), is made by and between Snapware Corporation, a California corporation ("Snapware"), and Corelle Brands LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, Snapware and the Company are both wholly-owned subsidiaries of Corelle Brands Holdings Inc., a Delaware corporation (the "Holding");

WHEREAS, the Holding desires to reorganize its corporate structure to have Snapware merge with and into the Company;

WHEREAS, the authorized capital stock of Snapware consists of 35,000,000 shares of Common Stock, with a par value of \$0.0001 per share (the "Snapware Capital Stock"), of which one (1) share is issued and outstanding, fully paid and non-assessable;

WHEREAS, Snapware desires to merge with and into the Company;

WHEREAS, the Company desires to merge with Snapware, with the Company being the surviving entity;

WHEREAS, the Board of Directors of Snapware and the sole member (who is also the sole manager) of the Company deem it advisable that Snapware merge with and into the Company and that the Company continue as the surviving business entity, upon the terms set forth herein and in accordance with the laws of the State of Delaware (the "Merger"), and that the shares of Snapware Capital Stock be canceled upon consummation of the Merger as set forth herein;

WHEREAS, the Board of Directors of Snapware has, by resolutions duly adopted, approved the provisions of this Merger Agreement, as required by the California Corporations Code ("California Law"), including Chapters 11 and 12 thereof; and

WHEREAS, the sole member (who is also the sole manager) of the Company has, by resolutions duly adopted, approved the provisions of this Merger Agreement, as required by Section 18-209 of the Limited Liability Company Act of the State of Delaware ("Delaware Law").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

EFFECT OF THE MERGER; MANNER AND BASIS OF CONVERTING AND CANCELING SHARES

Section 1.1 At the Effective Time (as hereinafter defined), Snapware shall be merged with and into the Company, the separate corporate existence of Snapware (except as may be continued by operation of law) shall cease, and the Company shall continue as the surviving business entity, all with the effects provided by applicable law. The Company, in its capacity as

the surviving business entity of the Merger, is hereinafter sometimes referred to as the “Surviving Business Entity.”

Section 1.2 At the Effective Time, each share of Snapware Capital Stock issued and outstanding, whether held in the treasury of Snapware or otherwise, immediately prior to the Effective Time (as defined below) shall, by virtue of the Merger and without any action on the part of Snapware, the Company, the holder thereof or any other person, be canceled and no cash or securities or other property shall be payable in respect thereof.

Section 1.3 At the Effective Time, all equity securities of the Company, whether held in the treasury of the Company or otherwise, immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Snapware, the Company, the holder thereof or any other person, remain equity securities of the Surviving Business Entity.

Section 1.4 At and after the Effective Time, the Surviving Business Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of Snapware; and all rights, privileges, immunities, and franchises of Snapware and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to Snapware shall be taken and deemed to be transferred to and vested in the Surviving Business Entity without further act or deed; and title to any real estate, or any interest therein, vested in Snapware shall not revert or be in any way impaired by reason of the Merger; and the Surviving Business Entity shall thenceforth be responsible and liable for all liabilities and obligations of Snapware and any claim existing or action or proceeding pending by or against Snapware may be prosecuted to judgment as if the Merger had not taken place or the Surviving Business Entity may be substituted in Snapware’s place; all with the effect set forth in Delaware Law. The authority of the officers of Snapware shall continue with respect to the due execution in the name of each respective business entity of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the laws of the State of Delaware, the laws of the State of California, any contract to which Snapware was a party or this Merger Agreement.

Section 1.5 The name of the Surviving Business Entity shall remain “Corelle Brands LLC.”

ARTICLE 2 EFFECTIVE TIME

Section 2.1 (a) Snapware shall cause a California Certificate of Merger, Merger Agreement and Officers’ Certificate to be executed and delivered for filing with the Secretary of State of the State of California, all as provided in and in accordance with California Law, and (b) the Company shall cause a Certificate of Merger (the “Certificate of Merger”) to be executed and delivered for filing with the Secretary of State of the State of Delaware, all as provided in and in accordance with Delaware Law.

Section 2.2 The Merger shall become effective upon the effective time of filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the “Effective Time”).

**ARTICLE 3
CERTIFICATE OF FORMATION AND
LIMITED LIABILITY COMPANY AGREEMENT; BOARD OF MANAGERS**

Section 3.1 The Certificate of Formation of the Company as in effect at the Effective Time shall govern the Surviving Business Entity, until the Certificate of Formation shall be amended as provided by law.

Section 3.2 The Limited Liability Company Agreement of the Company as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Managers or the members of the Surviving Business Entity, shall govern the Surviving Business Entity.

Section 3.3 The sole member and the officers of the Company holding office immediately prior to the Effective Time shall be the sole member and the officers (holding the same positions as they held with the Company immediately prior to the Effective Time) of the Surviving Business Entity and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Limited Liability Company Agreement of the Surviving Business Entity.

**ARTICLE 4
MISCELLANEOUS**

Section 4.1 This Merger Agreement may be executed in one or more counterparts (including by facsimile and e-mail), all of which taken together shall constitute one and the same instrument.

Section 4.2 The internal law, not the law of conflicts, of the State of California will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

Section 4.3 This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

D1489136

Signature Page to Agreement and Plan of Merger


IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

Snapware Corporation,
a California corporation


By: _____
Name: Kenneth G. Wilkes
Title: President


By: _____
Name: Elliot I. Molk
Title: Assistant Secretary

Corelle Brands LLC,
a Delaware limited liability company


By: _____
Name: Kenneth G. Wilkes
Title: President and Chief Executive Officer


By: _____
Name: Catherine R. Landman
Title: Secretary

SNAPWARE CORPORATION

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Kenneth G. Wilkes and Elliot I. Molk, hereby certify that:

1. They are the President and Assistant Secretary, respectively, of Snapware Corporation, a California corporation (the "Company").
2. The Company has one authorized class of shares, designated common stock ("Common Stock"). The number of shares of Common Stock outstanding and entitled to vote on the merger was 1.
3. The Agreement and Plan of Merger in the form attached to this Certificate providing for the merger of the Company with and into Corelle Brands, a Delaware limited liability company, was duly approved by the Board of Directors of the Company.
4. The principal terms of the Agreement and Plan of Merger in the form attached to this Certificate were duly approved by Corelle Brands Holdings Inc. as the sole shareholder of the Company owning 100% of the outstanding Common Stock of the Company.

[SIGNATURE PAGE FOLLOWS]

DI489136

*Signature Page to the Officers' Certificate of Approval of Merger of
Snapware Corporation*

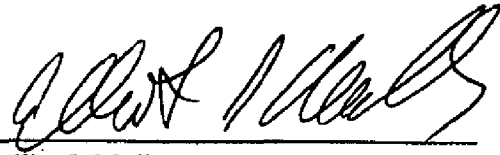
Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements contained in the foregoing certificate are true of his or her own knowledge.

Dated as of December 26, 2018.

Executed at 9525 West Bryn Mawr Ave., Suite 300, Rosemont, IL 60018



Kenneth G. Wilkes
President



Elliot I. Molk
Assistant Secretary



**State of California
Secretary of State**

OBE MERG

Certificate of Merger

(California Corporations Code sections 1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

This Space For Filing Use Only

IMPORTANT — Read all instructions before completing this form.

1. NAME OF SURVIVING ENTITY CORELLE BRANDS LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER 200634310064	4. JURISDICTION DELAWARE
5. NAME OF DISAPPEARING ENTITY SNAPWARE CORPORATION	6. TYPE OF ENTITY CORPORATION	7. CA SECRETARY OF STATE FILE NUMBER C1689490	8. JURISDICTION CA

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)

SURVIVING ENTITY			DISAPPEARING ENTITY		
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
100 Membership Interest Units		100%	Common Stock; 1		100%

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

N/A

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY,

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

N/A

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. Title 6, Section 18-209, of the Delaware Limited Liability Company Act	15. FUTURE EFFECTIVE DATE, IF ANY 12 - 31 - 2018 (Month) (Day) (Year)
--	---

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

	12/26/2018	Kenneth G. Wilkes, President and CEO of Corelle Brands Holdings Inc., its Sole Member
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
	12/26/2018	Kenneth G. Wilkes, President
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
	12/26/2018	Elliot I. Molk, Assistant Secretary
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____