

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	04/01/2013

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OccuPRO, Inc.		03/25/2013	Corporation: SOUTH DAKOTA

## RECEIVING PARTY DATA

<b>Name:</b>	Big Stone Therapies, Inc.
<b>Street Address:</b>	500 Cross Street
<b>City:</b>	Big Stone City
<b>State/Country:</b>	SOUTH DAKOTA
<b>Postal Code:</b>	57216
<b>Entity Type:</b>	Corporation: SOUTH DAKOTA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4114159	OCCUPRO

## CORRESPONDENCE DATA

Fax Number: 7012370544

*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: 7012818822

Email: tara@neustel.com

Correspondent Name: Neustel Law Offices, LTD

Address Line 1: 2534 S University Drive

Address Line 2: Suite 4

Address Line 4: Fargo, NORTH DAKOTA 58103

<b>NAME OF SUBMITTER:</b>	Tara A. Schwan
<b>SIGNATURE:</b>	/Tara A. Schwan/
<b>DATE SIGNED:</b>	12/30/2020

## Total Attachments: 8

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396 0230

Receipt Number: 107303

File Number **DB056543**



ARTICLES\_OF\_MERGER

For

**OCCUPRO, INC. a South Dakota corporation merged into BIG STONE THERAPIES, INC. a South Dakota corporation and the survivor**

Filed at the request of:

JAMES M CREMER  
BANTZ GOSCH & CREMER LLC  
PO BOX 970  
ABERDEEN SD 57402

*State of South Dakota*  
*Office of the Secretary of State*

Filed in the office of the Secretary of State on: **Friday, March 29, 2013**

  
Secretary of State

Fee Received: \$60.00

**TRADEMARK**  
**REEL: 007151 FRAME: 0175**

396 0231 04/02/2013

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Merger

ORGANIZATIONAL ID #: DB056543

I, **Jason M. Gant**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Articles of Merger **OCCUPRO, INC. a South Dakota corporation merged into BIG STONE THERAPIES, INC. a South Dakota corporation and the survivor** duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Merger and attach hereto a duplicate of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this March 29, 2013.



**Jason M. Gant**  
Secretary of State

Cert of Merger Merge

Litho in U.S.A.

Filed this 29th day of Mar. 2013  
*James Saut*  
SECRETARY OF STATE

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MAR 29 2013  
S.D. SEC. OF STATE

ARTICLES OF MERGER

Articles of Merger of OccuPRO, Inc.  
with and into Big Stone Therapies, Inc.

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The undersigned domestic corporations do hereby execute the following Articles of Merger, pursuant to SDCL 47-1A, for the purpose of merging **OccuPRO, Inc.**, a South Dakota corporation, with and into **Big Stone Therapies, Inc.**, a South Dakota corporation.

1. **Name and State of Incorporation of Merging Corporations.** The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Big Stone Therapies, Inc.	South Dakota
OccuPRO, Inc.	South Dakota

2. **Name of Surviving Corporation.** The name, which the Surviving Corporation is to have after the merger, will be **Big Stone Therapies, Inc.**

3. **Applicable Law.** This merger is permitted under the laws of the State of South Dakota. OccuPRO, Inc. and Big Stone Therapies, Inc. have complied with the applicable provisions of the laws of the State of South Dakota.

4. **Agreement and Plan of Merger.** The Agreement and Plan of Merger of OccuPRO, Inc. and Big Stone Therapies, Inc. (the "Agreement and Plan of Merger") is set forth in **Exhibit 1**, attached hereto and incorporated herein by reference.

5. **Approval by Directors and Shareholders.** The Board of Directors of Big Stone Therapies, Inc., the Surviving Corporation in the merger, approved and adopted the Agreement and Plan of Merger by written consent on March 25, 2013, and directed that such document be submitted to a vote of its shareholders.

The Board of Directors of OccuPRO, Inc. approved and adopted the Agreement and Plan of Merger by written consent on March 25, 2013, and directed that such document be submitted to a vote of its shareholders.

The shareholders of Big Stone Therapies, Inc. and OccuPRO, Inc., respectively, duly approved and adopted the Agreement and Plan of Merger by written consent on March 25, 2013.

6. **Share Entitled to Vote.** The number of shares outstanding and the number of shares of each corporation entitled to vote on the Agreement and Plan of Merger were as follows:

<u>Name of Corporation</u>	<u># of Shares Outstanding</u>	<u># of Shares Entitled to Vote</u>
Big Stone Therapies, Inc.	3,001	3,001
OccuPRO, Inc.	1,000	1,000

There were no shares of Big Stone Therapies, Inc. or OccuPRO, Inc. entitled to vote as a class.

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7. **Share Voting.** The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
Big Stone Therapies, Inc.	3,001	None
OccuPRO, Inc.	1,000	None

8. **Charter of Big Stone Therapies II, Inc.** The Charter of Big Stone Therapies, Inc. will not be amended in conjunction with the merger.

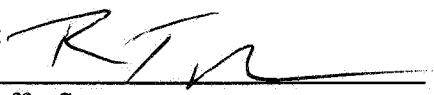
9. **Effective Date.** These Articles of Merger and the Agreement and Plan of Merger, incorporated herein by reference, shall be effective **April 1, 2013**, pursuant to SDCL 47-1A and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of OccuPRO, Inc. and by the President and Secretary of Big Stone Therapies, as of March 25, 2013.

**BIG STONE THERAPIES, INC.**

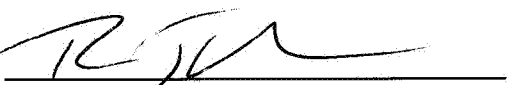
(CORPORATE SEAL)

By   
Wade VanDover, President

ATTEST:   
Roman Taffe, Secretary

**OCCUPRO, INC.**

(CORPORATE SEAL)

By   
Roman Taffe, President

ATTEST:   
Wade Van Dover, Secretary

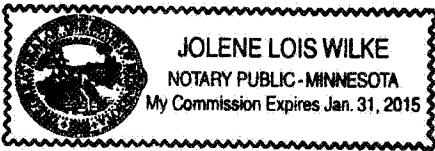
STATE OF MINNESTOA

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COUNTY OF ~~BIG STONE~~ *La Crosse*

On this 25<sup>th</sup>. day of March 2013, before me, the undersigned, personally appeared **Wade VanDover and Roman Taffe**, who acknowledged themselves to be the President and Secretary, respectively of **Big Stone Therapies, Inc.**, a corporation, and that they, as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



*Jolene F. Wilke*  
\_\_\_\_\_  
Notary Public  
My Comm. Expires: 1/31/15

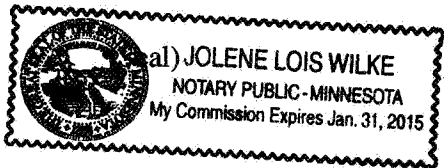
STATE OF MINNESTOA

SS

COUNTY OF ~~BIG STONE~~ *La Crosse*

On this 25<sup>TH</sup>. day of March 2013, before me, the undersigned, personally appeared **Roman Taffe and Wade VanDover**, who acknowledged themselves to be the President and Secretary, respectively of **OccuPRO, Inc.**, a corporation, and that they, as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



*Jolene F. Wilke*  
\_\_\_\_\_  
Notary Public  
My Comm. Expires: 1/31/15

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MAR 29 2013

S.D. SEC. OF STATE

AGREEMENT AND PLAN OF MERGER

By and Between:

**OccuPro, Inc. the Merging Corporation**  
and  
**Big Stone Therapies, Inc, the Surviving Corporation**

**THIS AGREEMENT AND PLAN OF MERGER** (herein the "**Plan**") is made and entered into by and between **OccuPRO, Inc.**, a South Dakota corporation, herein sometimes referred to as "**OccuPRO**", and **Big Stone Therapies, Inc.**, a South Dakota corporation, herein sometimes referred to as "**BST**," which corporations are sometimes collectively referred to as "**Constituent Corporations**."

**RECITALS:**

**WHEREAS**, the respective Board of Directors of the Constituent Corporations have determined it is in the best interest of the Constituent Corporations and their respective shareholders that OccuPRO be merged into BST, pursuant to the terms and provisions of this Plan and applicable law;

**WHEREAS**, Constituent Corporations desire to adopt this Plan and to consummate the merger in accordance with Section 355 of the Internal Revenue Code of 1986, as amended, and SDCL 47-1A, Part 11.

**NOW, THEREFORE**, pursuant to and in accordance with the laws of South Dakota, Constituent Corporations covenant and agree that OccuPRO (which, in its capacity as the merging corporation, is hereinafter identified as the "**Merging Corporation**") shall be merged with and into BST (which, in its capacity as the surviving corporation, is hereinafter identified as the "**Surviving Corporation**"), and that the terms and conditions of the merger and the mode of carrying the merger into effect shall be as follows:

**1. Approval Of Plan.** Each of the Constituent Corporations shall, as soon as possible, hold a meeting of its shareholders for the purpose of approving this Plan, and take whatever action may be necessary to be approved in the manner required by law. If this Plan is approved by the shareholders of each of the Constituent Corporations or as otherwise required by law, the additional terms, provisions, conditions, covenants and agreements contained herein shall become immediately effective. After approval of this Plan by the shareholders of each of the Constituent Corporations, each of the Constituent Corporations, through their appropriate officers, shall execute and file with the Secretary of State of the State of South Dakota all documents and papers necessary and required to make this merger effective under the laws of South Dakota.

**2. Effective Date.** The merger provided for in this Plan shall become effective (herein the "**Effective Date**") as of **April 1, 2013**.

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3. **Governing Law.** The Surviving Corporation shall be governed by the laws of the State of South Dakota.

4. **Articles Of Incorporation.** The Articles of Incorporation of the Surviving Corporation in effect on the Effective Date of the merger shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of South Dakota.

5. **Bylaws.** The Bylaws of the Surviving Corporation, as the same exist on the Effective Date, shall remain and be the Bylaws of the Surviving Corporation, until altered, amended or repealed, or until new Bylaws shall be adopted in accordance with the provisions thereof, the Articles of Incorporation, or in the manner permitted by the applicable provisions of law.

6. **Conversion Of Shares.** The mode of carrying the merger into effect and the manner and basis of converting the shares of the Merging Corporation (OccuPRO) into the shares of the Surviving Corporation (BST) shall be that each issued and outstanding share of common stock of OccuPro as of the Effective Date shall be, without any action on the part of the holder thereof, converted into 00.00 shares of the common stock of BST.

7. **Board Of Directors And Officers.** The Board of Directors of the Surviving Corporation shall consist of three (3) members: Wade VanDover, Paul Treinen and Roman Taffe. The officers of the Surviving Corporation, who shall continue in office at the pleasure of the Board of Directors of the Surviving Corporation, shall be:

President	Wade VanDover
Vice President	Paul Treinen
Secretary/Treasurer	Roman Taffe

8. **Effect Of Merger.** On the Effective Date, the separate existence of OccuPro shall cease (except insofar as continued by statute) and it shall be merged with and into BST. All property, real, personal and mixed, of the Constituent Corporations, and all debts due to either of them, shall be transferred to and vested in BST, without any further act or deed. BST shall thenceforth be responsible and liable for all liabilities and obligations of the Constituent Corporations, and any claim or judgment against either of the Constituent Corporations may be enforced against BST.

9. **Termination.** This Plan may be terminated, notwithstanding approval by the shareholders of the Constituent Corporations, by:

- a. The mutual consent, in writing, of the Board of Directors of each Constituent Corporation; and
- b. In any manner authorized at law.

10. **Assurances.** Each Constituent Corporation shall, at any time, execute such instruments and documents and take such action as may be reasonable or necessary in order to confirm or perfect title to any property transferred by reason of this Plan or otherwise to carry out the intent and purposes of this Plan.

11. **Waiver.** Any failure on the part of either party to comply with any obligation, agreement or condition may be waived in writing.

12. **Notices.** All notices and other communications shall be in writing and shall be deemed given if delivered in person or sent by prepaid first class United States Mail.

13. **Entire Agreement.** This Plan fully integrates and includes any and all understandings and agreements between the parties with respect to this Plan and constitutes and reflects the entire agreement between them.

14. **Heading.** Headings in this Plan are for convenience only and shall not affect the meaning or interpretation of this Plan.

15. **Binding Effect.** This Plan shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns; Provided, however, no party shall assign its rights under this Plan without the prior written consent of the other and any such assignment, without prior written consent, shall be null and void.

16. **Counterparts.** This Plan may be executed in one or more counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Plan as of March 25, 2013.

**BIG STONE THERAPIES, INC.**

**OccuPRO, INC.**

By   
Wade VanDover, President

By   
Wade VanDover, President

and

and

By   
Roman Taffe, Secretary

By   
Roman Taffe, Secretary

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