

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/23/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Balanced Body Education LLC		12/23/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Balanced Body, Inc.
Street Address:	5909 88th Street
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95828
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2946091	BALANCED BODY UNIVERSITY
Registration Number:	2926103	PILATES ON TOUR
Serial Number:	86040503	ANATOMY IN THREE DIMENSIONS
Registration Number:	2099494	THINKFIT
Registration Number:	5345977	BALANCED BODY EDUCATION
Registration Number:	5883793	PILATES ON TOUR
Serial Number:	88454297	THE MOVEMENT TOUR
Serial Number:	88753623	B BALANCED BODY INTEGRATED MOVEMENT SPEC

CORRESPONDENCE DATA

Fax Number: 6465881962

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: 802-881-0640

Email: uspto@webtm.com

Correspondent Name: Gordon E.R. Troy, Esq.

Address Line 1: PO Box 67

Address Line 4: Windsor, VERMONT 05089

ATTORNEY DOCKET NUMBER: TM042708

TRADEMARK

REEL: 007567 FRAME: 0731

900672018

OP \$215.00 2946091

NAME OF SUBMITTER:	Gordon E.R. Troy, Esq.
SIGNATURE:	/Gordon E. R. Troy/
DATE SIGNED:	01/25/2022
Total Attachments: 7 source=BBI BBE Merger Agreement and Sec of State Documents#page1.tif source=BBI BBE Merger Agreement and Sec of State Documents#page2.tif source=BBI BBE Merger Agreement and Sec of State Documents#page3.tif source=BBI BBE Merger Agreement and Sec of State Documents#page4.tif source=BBI BBE Merger Agreement and Sec of State Documents#page5.tif source=BBI BBE Merger Agreement and Sec of State Documents#page6.tif source=BBI BBE Merger Agreement and Sec of State Documents#page7.tif	

C1949877 SWV

llc DEC 20 2021 SC

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "Agreement") is made and entered into as of December 23, 2021 by and between Balanced Body Inc., a California corporation (the "Corporation"), and Balanced Body Education LLC, a California limited liability company (the "LLC"). The Corporation and the LLC are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Corporation was incorporated as a corporation under the laws of the State of California upon the filing of its Articles of Incorporation with the California Secretary of State on January 1, 1993.

B. The LLC was organized as a limited liability company under the laws of the State of California upon the filing of its Articles of Organization with the California Secretary of State on February 10, 2004.

C. The board of directors and shareholders of the Corporation and the member of the LLC have determined that it is in the best interest of the Parties to engage in the Merger (as defined below).

D. The Parties intend that the Merger will constitute a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). Furthermore, the Parties intend that this Agreement will constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) and 1.368-3 of the Treasury Regulations promulgated under the Code ("Treasury Regulations"), which plan the Parties adopt by virtue of their execution of this Agreement.

E. The Merger will be achieved through the filing with the California Secretary of State of duly executed copies of this Agreement, the Officers' Certificate and the Certificate of Merger on the form prescribed by the California Secretary of State (collectively, the "Merger Documents") pursuant to Sections 1113(g)(1) and 15911.14(b) of the California Corporations Code.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by this reference as though set forth at length and shall be deemed a part hereof for all purposes.

2. The Merger.

A. Merger. Effect of Merger. Subject to the terms and conditions of this Agreement, upon the filing of the Merger Documents with the California Secretary of State with

{3318038.DOCX}

EFFECTIVE
DATE

an Effective Date of December 23, 2021 (the "Effective Time"), the LLC shall merge with and into the Corporation (the "Merger"), the separate existence of the LLC shall cease, and the Surviving Corporation shall survive and continue to exist as a California corporation (the "Surviving Corporation"). At and as of the Effective Time, the effect of the Merger shall be as provided in Section 1113(i) of the California Corporations Code.

B. Articles and Bylaws of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation immediately after the Merger shall be the Articles of Incorporation of the Corporation as existing and constituted immediately prior to the Merger. The Bylaws of the Surviving Corporation immediately after the Merger shall be the Bylaws of the Corporation as existing and constituted immediately prior to the Merger.

C. Directors and Officers of Surviving Corporation. The directors of the Surviving Corporation immediately after the Merger shall be the directors of the Corporation immediately prior to the Merger, each of whom shall serve until his or her successor shall be duly elected and qualified. The officers of the Surviving Corporation immediately after the Merger shall be the officers of the Corporation immediately prior to the Merger, each of whom shall serve until such time as his or her successor shall be duly appointed and qualified.

D. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall determine that any further assignments or assurances required by any federal, state, local or foreign law (including common law), statute, ordinance, rule, code, regulation, order, judgment, injunction, decree, or other legally enforceable requirement ("Law") or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties, or assets of the LLC acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger; or (ii) otherwise carry out the purposes of this Agreement, then the LLC and its members shall be deemed to have granted to the Surviving Corporation, as of the Effective Time, an irrevocable power of attorney to execute and deliver all such proper deeds, assignments, and assurances in law and to do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and from and after the Effective Time, the proper officers and directors of the Surviving Corporation are and shall be fully authorized in the name of the Surviving Corporation or otherwise to take any and all such action without limitation, except as limited by Law.

3. Conversion of LLC Interests; Effect on Surviving Corporation's Shares.

A. At and as of the Effective Time, by virtue of the Merger, each issued and outstanding membership interests of the LLC are cancelled without consideration.

B. The shares of capital stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger.

4. Descriptive Headings. The descriptive headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

5. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

7. Governing Law. This Agreement is made in and shall be governed by the laws of the State of California, exclusive of its laws regarding the conflict of laws.

8. Termination and Amendment. At any time prior to the Effective Time, this Agreement may be terminated or amended by the mutual written consent of the board of directors of the Corporation and the manager of the LLC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BALANCED BODY INC.,
a California corporation

By: _____

Ken Endelman
Ken Endelman, President

By: _____

Adam Endelman
Adam Endelman, Secretary

BALANCED BODY EDUCATION LLC,
a California limited liability company

BY: BALANCED BODY INC., MEMBER

By: _____

Ken Endelman
Ken Endelman, President


**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Ken Endelman and Adam Endelman certify that:

1. They are the president and the secretary, respectively, of Balanced Body Inc., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the board of directors and by the shareholders of the Corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 10, 2021



Ken Endelman, President



Adam Endelman, Secretary



**State of California
Secretary of State**

OBE MERG

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9940, 12340.1, 16911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY BALANCED BODY INC.	2. TYPE OF ENTITY CORPORATION	3. CA SECRETARY OF STATE FILE NUMBER C1849877	4. JURISDICTION CALIFORNIA
5. NAME OF DISAPPEARING ENTITY BALANCED BODY EDUCATION LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER 200404110145	8. JURISDICTION CALIFORNIA

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
100,000 Series A Common Stock Shares		More than 50%	Membership Interest - 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 REQUIRED 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.

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: 5509 88th Street
CITY AND STATE: Sacramento, CA
ZIP CODE: 95828

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.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.

15. FUTURE EFFECTIVE DATE, IF ANY
 12 - 23 - 2021
 (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 HEREBY AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

[Signature] 12/10/2021 KEN ENDELMAN, PRESIDENT
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

[Signature] 12/10/2021 ADAM ENDELMAN, SECRETARY
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

[Signature] 12/10/2021 KEN ENDELMAN, PRESIDENT OF BALANCED BODY INC., MEMBER
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

 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: _____

A0890559

Attachment to California Certificate of Merger

Requesting Future Effective Date

Corporate Name: Balanced Body, Inc.

Corporate Number: C1849877

LLC Name: Balanced Body Education, LLC

LLC Number: 200404110145

This LLC shall have a **FUTURE EFFECTIVE DATE** of: 12/23/2021

{2531379.DOCX:}

TRADEMARK
REEL: 007567 FRAME: 0738



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office

SWC

DEC 29 2021

A handwritten signature in cursive script, appearing to read "Shirley N. Weber".

SHIRLEY N. WEBER, Ph.D., Secretary of State