

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/09/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUBURBAN JUNGLE, LLC		12/09/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	SUBURBAN JUNGLE, LLC		
Street Address:	806 N PEORIA ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60642		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5386608	SUBURBAN JUNGLE	
CORRESPONDENCE DATA			
Fax Number:	3124228001		
<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>			
Phone:	3126671357		
Email:	TM@LLFLEGAL.COM		
Correspondent Name:	John L. Ambrogi		
Address Line 1:	55 West Monroe Street		
Address Line 2:	Suite 1100		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	John L. Ambrogi		
SIGNATURE:	/John L. Ambrogi/		
DATE SIGNED:	02/09/2022		
Total Attachments: 6			
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OP \$40.00 5386608

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source=Suburban Jungle, LLC - IL - Merger (Survivor)_105051077_1#page6.tif

Form **LLC-37.25**

July 2018

Secretary of State

Department of Business Services

Limited Liability Division

501 S. Second St., Rm. 351

Springfield, IL 62756

217-524-8008

www.cyberdriveillinois.com

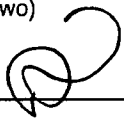
Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Merger

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$ 100
(Filing fee \$100 plus \$50 each entity more than two)

Approved: 

FILE # 10914299

This space for use by Secretary of State.

FILED

DEC - 9 2021

JESSE WHITE
SECRETARY OF STATE

1. Names of the organizations proposing to merge:

Name of Entity	Form Type (Corporation, Limited Liability Company, Limited Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Suburban Jungle, LLC</u>	<u>Limited Liability Company</u>	<u>Illinois</u>	<u>09/28/21</u>	<u>10914299</u>
<u>Suburban Jungle, LLC</u>	<u>Limited Liability Company</u>	<u>New York</u>	<u>06/17/21</u>	

2. A copy of that portion of the plan as approved that contains the name and form of each constituent organization and the surviving organization must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Suburban Jungle, LLC
- b. File Number assigned by the Illinois Secretary of State (if any): 10914299
- c. Jurisdiction: Illinois

4. The surviving organization: (Optional. Check one.)

- is a limited liability company created by this merger. Articles of Organization are included with this filing.
- is another organization type created by this merger. The organizational document is included with this filing.
- pre-exists this merger. Any amendment to the organizational document provided for in the plan of merger is included with this filing.

5. Effective date of the merger: (Check one.)

- The merger is effective upon filing with the Secretary of State.
- The surviving organization is an Illinois limited liability company created by the merger. If applicable, the Articles of Organization have a post-effective date: _____
Month, Day, Year
- The surviving organization is not a limited liability company. If applicable, its governing Statute allows and the plan provides for a post-effective date: _____
Month, Day, Year

LLC-37.25

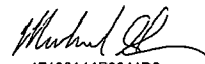
6. If the surviving organization is a foreign organization not registered to do business in this state, the Secretary of State is its agent for service of process. Street and mailing addresses of the office to which a copy of any process against the company served on the Secretary of State may be mailed:

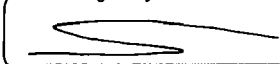
Number	Street	Suite (PO Box alone is not acceptable.)
City	State	ZIP

7. Additional information required to be included by the governing statutes of any of the parties to this merger:

8. The plan of merger has been approved by each constituent organization. Each constituent organization, in accordance with its governing statute, having the authority to sign hereto, affirms under penalty of perjury that these Articles of Merger are true, correct and complete.

Dated December 9, 2021
Month & Day Year

1. 
 DocuSigned by:
 4F138A11E3844D8...
 Signature
 Michael Sherman, Chief Financial Officer and Secretary
 Name and Title (type or print)
 Suburban Jungle, LLC
 Name of Entity

2. 
 DocuSigned by:
 FF6B540124E649D...
 Signature
 Michael P. Golden, Co-Chief Executive Officer
 Name and Title (type or print)
 Suburban Jungle, LLC
 Name of Entity

3. _____
 Signature

 Name and Title (type or print)

 Name of Entity

4. _____
 Signature

 Name and Title (type or print)

 Name of Entity

If more space is needed, please attach additional sheets of this size.

Signatures must be in black ink on an original document.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Agreement**”) is entered into on December 9, 2021 by and between Suburban Jungle, LLC, an Illinois limited liability company (“**Suburban Jungle IL**”), and Suburban Jungle, LLC, a New York limited liability company (“**Suburban Jungle NY**”). Suburban Jungle IL and Suburban Jungle NY may be referred to herein each as a “**Party**” and together as the “**Parties.**”

RECITALS

WHEREAS, Suburban Jungle IL was formed on September 28, 2021, and is a wholly owned direct subsidiary of At World Properties, LLC, an Illinois limited liability company (“**At World Properties**”);

WHEREAS, Suburban Jungle NY was formed on June 17, 2021, and is a wholly owned direct subsidiary of At World Properties;

WHEREAS, the Parties desire to enter into a business combination pursuant to which Suburban Jungle NY will merge with and into Suburban Jungle IL, with Suburban Jungle IL continuing as the surviving entity following such merger (the “**Merger**”), all on the terms and conditions provided in this Agreement, in the Illinois Limited Liability Company Act, 805 ILCS 180/1-1 et seq. (as amended, the “**Illinois Act**”) and the New York Limited Liability Company Law, NY Limit Liab Co § 101 et seq. (as amended, the “**New York Act**”);

WHEREAS, each of the Parties and the sole respective member of each Party have approved and adopted the Merger, in each case, as required by each such Party’s governing documents, the Illinois Act and the New York Act; and

WHEREAS, based on the foregoing, the Parties desire to consummate the Merger and the transactions contemplated thereby on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

**ARTICLE I
THE MERGER**

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below), Suburban Jungle NY shall be merged with and into Suburban Jungle IL, with Suburban Jungle IL remaining as the surviving limited liability company in the Merger. Upon the Merger, the separate existence of Suburban Jungle NY shall cease, Suburban Jungle IL will continue its existence under the laws of the State of Illinois (including, without limitation, the Illinois Act), and Suburban Jungle IL shall succeed, to the full extent permitted by law, to all of Suburban Jungle NY rights, assets, liabilities and obligations.

1.2 Effective Time of the Merger; IL Articles of Merger. Upon the terms and subject to the conditions of this Agreement, Suburban Jungle IL shall file or cause the filing of Articles of Merger with the Secretary of State of the State of Illinois in accordance with the Illinois Act (the “**IL Articles of Merger**”). The Merger shall become effective upon the later of (x) the filing of

the IL Articles of Merger with the Secretary of State of the State of Illinois, and (y) such time, if any, as the Parties shall agree and as shall be specified in the IL Articles of Merger (the date and time when the Merger shall become effective, the “**Effective Time**”).

1.3 Effects of the Merger. At the Effective Time, all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets and obligations of every kind and description of Suburban Jungle NY shall be vested in and devolve upon Suburban Jungle IL without further act or deed, and all property, rights, obligations and every other interest of Suburban Jungle NY shall be as effectively the property of Suburban Jungle IL as they were of Suburban Jungle NY. Suburban Jungle IL expressly agrees to assume and discharge, from and after the Effective Time, all of the liabilities and obligations of Suburban Jungle NY. Such transfer to and vesting in Suburban Jungle IL shall be deemed to occur by operation of law.

1.4 Effect on Equity Interests. At the Effective Time, all limited liability company interests of Suburban Jungle NY issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and extinguished without any conversion thereof, and no payment shall be made with respect thereto. At the Effective Time, Suburban Jungle IL shall remain a wholly-owned subsidiary of At World Properties.

1.5 Articles of Organization. At the Effective Time, the Articles of Organization of Suburban Jungle IL (the “**Articles of Organization**”) as in effect immediately prior to the Effective Time shall be and remain the Articles of Organization after the Effective Time, until the same shall thereafter be altered, amended, or repealed in accordance with applicable law and the Articles of Organization.

1.6 Operating Agreement. At the Effective Time, the Operating Agreement of Suburban Jungle IL, dated as of September 29, 2021 (the “**Operating Agreement**”), as in effect immediately prior to the Effective Time shall be and remain the Operating Agreement after the Effective Time, until the same shall thereafter be altered, amended, or repealed in accordance with applicable law and the Operating Agreement.

1.7 Officers. At the Effective Time, the officers of Suburban Jungle IL in office immediately prior to the Effective Time shall be the officers of Suburban Jungle IL, all of whom shall hold their offices until their successors are duly elected and qualified or until their earlier death, resignation or removal.

ARTICLE II MISCELLANEOUS

2.1 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

2.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles that may lead to the application of the laws of any other jurisdiction.

2.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

2.4 No Impairment. Nothing contained in this Agreement shall impair the respective rights and obligations of the parties to the Securities Purchase Agreement pursuant to the Securities Purchase Agreement; provided that any claims under this Agreement shall be made under and subject to the limitations set forth in the Securities Purchase Agreement.


2.5 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first above written.

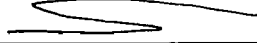
SUBURBAN JUNGLE IL:

SUBURBAN JUNGLE, LLC,
an Illinois limited liability company

DocuSigned by:

By: _____
Name: Michael Sherman
Title: Chief Financial Officer and Secretary

SUBURBAN JUNGLE NY:

SUBURBAN JUNGLE, LLC,
a New York limited liability company

DocuSigned by:

By: _____
Name: Michael P. Golden
Title: Co-Chief Executive Officer

[Signature Page to Agreement and Plan of Merger of Suburban Jungle IL and Suburban Jungle NY]