

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724774

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	07/19/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allure Labs, Inc.		06/29/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allure Labs, LLC		
<b>Street Address:</b>	30901 Wiegman Ct.		
<b>City:</b>	Hayward		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94544		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5901279	ALLURE LABS	
<b>Registration Number:</b>	5901280	ALLURE LABS	
<b>Registration Number:</b>	6548208	LADYKIND	
<b>Registration Number:</b>	6577098		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5108362595		
<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>			
<b>Phone:</b>	510-832-8700		
<b>Email:</b>	bsb@bsbllp.com		
<b>Correspondent Name:</b>	Stewart R. Kellar		
<b>Address Line 1:</b>	One Kaiser Plaza, Suite 750		
<b>Address Line 4:</b>	Oakland, CALIFORNIA 94612		
<b>ATTORNEY DOCKET NUMBER:</b>	K3239A-700		
<b>NAME OF SUBMITTER:</b>	Stewart R. Kellar		
<b>SIGNATURE:</b>	/Stewart R. Kellar/		
<b>DATE SIGNED:</b>	04/28/2022		
<b>Total Attachments: 6</b>			

OP \$115.00 5901279

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FILED JTM  
Secretary of State  
State of California

JUL 19 2021

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (“**Agreement**”), dated as of June 29, 2021, by and between ALLURE LABS, LLC a Delaware limited liability company (the “**Surviving Company**”), and ALLURE LABS, INC. a California corporation with California Entity Number C2163650 (the “**Merged Entity**”).

**WHEREAS**, the sole shareholder and the Board of Directors of the Merged Entity and the sole member of the Surviving Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and in the best interests of, such entity; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merged Entity will merge with and into the Surviving Company in accordance with the California Corporations Code (the “**California Code**”) and the Delaware Limited Liability Company Act (the “**Delaware Act**”).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the California Code and the Delaware Act, the Merged Entity shall be merged with and into the Surviving Company at the Effective Date (as hereinafter defined) (the “**Merger**”). Following the Effective Date, the separate existence of the Merged Entity shall cease, and the Surviving Company shall continue as the Surviving Company.

Section 2. Effective Dates.

2.1 Subject to the provisions of this Agreement, the Surviving Company and the Merged Entity shall duly file, or cause to be filed, executed certificates of merger complying with the California Code and the Delaware Act with the Secretaries of State of the States of California and Delaware with respect to the Merger (the “**Certificates of Merger**”). The Merger shall be effective as prescribed by law (the “**Effective Date**”).

2.2 The effects and consequences of the Merger shall be as set forth in this Agreement, the California Code and the Delaware Act.

Section 3. Name of Surviving Company; Organizational Documents. The name of the Surviving Company as of the Effective Date will be “Allure Labs, LLC”. The limited liability company agreement of the Surviving Company in effect at the Effective Date shall be the limited liability company agreement of the Surviving Company until thereafter amended as provided therein or by the Delaware Act, and the certificate of formation of the Surviving Company in effect at the Effective Date, shall be the certificate of formation of the Surviving Company until thereafter amended as provided therein or by the Delaware Act.

Section 4. Directors and Officers. The directors and officers of the Surviving Company immediately prior to the Effective Date shall be the directors and officers of the

Surviving Company from and after the Effective Date, and they shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and code of regulations of the Surviving Company or as otherwise provided by the Delaware Act.

Section 5. Cancellation of Capital Stock. At the Effective Date, by virtue of the Merger and without any further action on the part of any holder of capital stock of the Merged Entity or any holder of membership interests in the Surviving Company, all of the capital stock of the Merged Entity shall be cancelled without consideration; and all of the membership interests of the Surviving Company shall remain unchanged and outstanding.

Section 6. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of California in any proceeding for the enforcement of any obligation of the Merged Entity or the Surviving Company arising from this Merger, and in any proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in the Merged Entity. The Surviving Entity shall promptly pay the holder of any dissenting interest or dissenting shares in the Merged Entity the amount to which that person is entitled to under California law.

Section 7. Miscellaneous.

7.1 This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7.2 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.3 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

7.4 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7.5 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7.6 This Agreement shall be governed by and construed in accordance with the Delaware Act and, so far as applicable, the California Code, without giving effect to any choice- or conflict-of-law provision or rule that would cause the application of the laws of any jurisdiction other than the Delaware Act or, as applicable, the California Code.

7.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**SURVIVING COMPANY:**

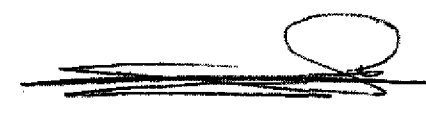
ALLURE LABS, LLC

By: 

Name: Swarnjit Dhatt  
Title: President, Dhatt Family Holdings  
I, Inc., Sole Member

**MERGED ENTITY:**

ALLURE LABS, INC.

By: 

Name: Swarnjit Dhatt  
Title: President

By: 

Name: Renu Dhatt  
Title: Secretary

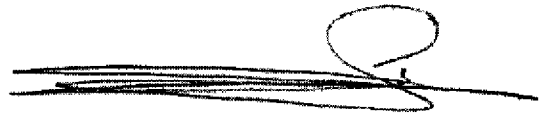
**Certificate of Approval  
of  
Agreement of Merger**

Swarnjit Dhatt and Renu Dhatt certify that:

1. They are the president and the secretary, respectively, of Allure Labs, Inc., a California corporation, with California Entity Number C2163650.
2. The corporation has two classes of shares: (i) Voting Common Stock and (ii) Non-Voting Common Stock. There are currently 40,000 shares of Voting Common Stock and 360,000 shares of Non-Voting Common Stock of the corporation outstanding.
3. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
4. The shareholder approval was by the holders of 100% of the outstanding shares of Voting Common Stock and Non-Voting Common Stock of the corporation.

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: June 29, 2021

  
\_\_\_\_\_  
Swarnjit Dhatt, President

  
\_\_\_\_\_  
Renu Dhatt, 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)

**IMPORTANT — Read all instructions before completing this form.**

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Allure Labs, LLC	2. TYPE OF ENTITY Limited liability company	3. CA SECRETARY OF STATE FILE NUMBER	4. JURISDICTION Delaware
5. NAME OF DISAPPEARING ENTITY Allure Labs, Inc.	6. TYPE OF ENTITY Corporation	7. CA SECRETARY OF STATE FILE NUMBER C2163650	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
Units, 100		51%	voting Common Stock, 40,000		100%
			non-voting common Stock, 360,000		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.

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.

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

Section 18-209 of the Delaware Limited Liability Company Act

15. FUTURE EFFECTIVE DATE, IF ANY

(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.

[Signature] 6/29/2021 Swarnjit Dhatt, President, Dhatt Family Holdings I, Inc., Sole Member  
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

[Signature] 6/29/2021 Swarnjit Dhatt, President  
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

[Signature] 6/29/2021 Renu Dhatt, 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: \_\_\_\_\_