

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738049

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|-----------------------------------|-------------------------------------|------------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ENTITY CONVERSION | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Terrybear, Inc. | | 04/28/2022 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Terrybear, LLC | | |
| Street Address: | 946 West Pierce Butler Route | | |
| Internal Address: | Suite 101 | | |
| City: | St. Paul | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55104 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78384676 | TERRYBEAR | |
| Serial Number: | 77286977 | A PET'S LIFE | |
| Serial Number: | 85938290 | A PET'S LIFE | |
| Serial Number: | 85938297 | A PET'S LIFE | |
| Serial Number: | 85938303 | A PET'S LIFE | |
| Serial Number: | 85938304 | A PET'S LIFE | |
| Serial Number: | 77286975 | MEMORY OF A LIFETIME | |
| Serial Number: | 85188455 | LIGHT OF REMEMBRANCE | |
| Serial Number: | 85938283 | A PET'S LIFE PERSONALIZED MEMORIES | |
| Serial Number: | 86179446 | NEAR & DEAR | |
| Serial Number: | 86179442 | NEAR & DEAR PET MEMORIALS | |
| Serial Number: | 87797174 | GOING HOME | |
| Serial Number: | 87797184 | ODYSSEY | |
| Serial Number: | 87797177 | RADIANCE | |
| Serial Number: | 87797182 | ARIA | |
| Serial Number: | 87797181 | ATHENA | |
| Serial Number: | 97402557 | ONEWORLD MEMORIALS | |

OP \$440.00 78384676

CORRESPONDENCE DATA**Fax Number:**

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: 6123325300
Email: jwolfe@merchantgould.com
Correspondent Name: Danielle I. Mattessich
Address Line 1: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402-0910

| | |
|---------------------------|------------------------|
| NAME OF SUBMITTER: | Danielle I. Mattessich |
|---------------------------|------------------------|

| | |
|-------------------|----------------------|
| SIGNATURE: | /daniellemattessich/ |
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| DATE SIGNED: | 06/30/2022 |
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Total Attachments: 31

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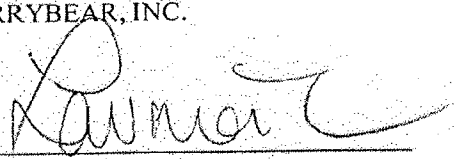
**ARTICLES OF CONVERSION
OF
TERRYBEAR, INC.
(a Minnesota corporation)
TO
TERRYBEAR, LLC
(a Delaware limited liability company)**

These Articles of Conversion have been duly executed and are being filed by Terrybear, Inc., a Minnesota corporation (the "Converting Corporation"), pursuant to Section 302A.686 of the Minnesota Business Corporation Act:

1. The name of the Converting Corporation before the filing of these Articles of Conversion is Terrybear, Inc.
2. The home jurisdiction of the Converting Corporation is Minnesota.
3. The name of the Converting Corporation after the conversion shall be Terrybear, LLC (the "Converted Company").
4. The home jurisdiction of the Converted Company shall be Delaware.
5. The conversion shall be effective at 11:59 p.m. CT on April 28, 2022.
6. The Plan of Conversion is attached hereto as Exhibit A, and has been approved by the Converting Corporation in accordance with Chapter 302A of the Minnesota Statutes.
7. The conversion was approved as required by the Delaware Limited Liability Company Act, the governing statute of the Converted Company.
8. The Minnesota Secretary of State may use the following address for the purposes of section 302A.686, subdivision (1)(vii): 946 West Pierce Butler Route, Suite #101 St. Paul, MN 55104.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Conversion as of April 26, 2022.

TERRYBEAR, INC.



Lavina Lau

Exhibit A

Plan of Conversion

PLAN OF CONVERSION CONVERTING

TERRYBEAR, INC.
(a Minnesota corporation)

into

TERRYBEAR, LLC
(a Delaware limited liability company)

This Plan of Conversion (this "*Plan*"), dated as of April 28, 2022, is adopted by Terrybear, Inc., a Minnesota corporation (the "*Corporation*"), in order to set forth the terms, conditions and procedures governing the conversion of the Corporation into Terrybear, LLC, a Delaware limited liability company (the "*Company*").

RECITALS

WHEREAS, the Corporation, **TERRYBEAR, INC.**, is a corporation incorporated and existing under the laws of the State of Minnesota;

WHEREAS, the Company, **TERRYBEAR, LLC**, will be a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, Section 18-214 of the Limited Liability Company Act of the State of Delaware (the "*Delaware Act*") permits the conversion of a non-Delaware entity into a Delaware limited liability company; and

WHEREAS, Section 302A.682 of the Minnesota Business Corporation Act (the "*Minnesota Act*", and, together with the Delaware Act and other applicable laws of the State of Minnesota and State of Delaware, the "*Applicable Laws*") permits the conversion of a Minnesota corporation into a Delaware limited liability company;

WHEREAS, all of the issued and outstanding shares of capital stock of the Corporation are owned by TBX Holdings, Inc., a Minnesota corporation (the "*Stockholder*"); and

WHEREAS, the Board of Directors of the Corporation (the "*Board*") and the Stockholder have approved the conversion of the Corporation into the Company and approved this Plan.

NOW, THEREFORE, based on the foregoing and in consideration of the promises and of the mutual agreements, covenants and provisions hereinafter set forth, the parties hereto agree that the Corporation shall be converted into the Company, and hereby agree upon and prescribe the terms and conditions of such conversion and the manner of carrying the same into effect, as follows:

PLAN

NOW, THEREFORE, the Corporation shall be converted into the Company subject to the following terms and conditions:

1. The Conversion. At the Effective Time (as defined below), and pursuant to the relevant provisions of the Applicable Laws, the Corporation shall be converted into the Company (the "**Conversion**") upon the terms and conditions set forth in this Plan, and the Company shall be organized and governed as a limited liability company under the laws of the State of Delaware. From and after the Effective Time (as defined below), the Company shall be subject to and governed by that certain Limited Liability Company Agreement for the Company dated as of the Effective Time (the "**LLC Agreement**") in the form attached as Exhibit A.

2. Effective Time. The Conversion shall become effective upon the filing of the Minnesota Articles of Conversion, the Delaware Certificate of Formation and the Delaware Certificate of Conversion (the "**Effective Time**").

3. Governing Documents. In order to effect the Conversion, the Corporation shall simultaneously file Articles of Conversion (the "**Articles of Conversion**") with the Minnesota Secretary of State pursuant to Chapter 302A.682 of the Minnesota Act, and a Certificate of Conversion (the "**Certificate of Conversion**") and a Certificate of Formation (the "**Certificate of Formation**"), with the Delaware Division of Corporations (Department of State) pursuant to Section 18-214 of the Delaware Act, each substantially in the form attached hereto as Exhibit B. At the Effective Time, the Articles of Incorporation, as amended, and the Bylaws, as amended, of the Corporation shall be replaced in their entirety by the Certificate of Formation and the LLC Agreement and the affairs of the Company shall be managed in accordance with the LLC Agreement.

4. Directors; Managers; Officers. Upon the Effective Time, the Board and the officers of the Corporation shall be deemed to have resigned and management of the Company shall be as set forth in the LLC Agreement.

5. Conversion of Stock. At the Effective Time, as a result of the Conversion and without any further action on the part of the Stockholder, the shares of common stock held by the Stockholder shall convert into one hundred percent (100%) of the limited liability company interests (as such term is defined in Section 18-101(8) of the Delaware Act) in the Company (the "**Interests**"). From and after the Effective Time, the rights and obligations of the Stockholder shall be determined pursuant to (i) the Certificate of Formation of the Company, (ii) the LLC Agreement of the Company, and (iii) the Delaware Act, as the same may be in force and effect from time-to-time. The Stockholder shall promptly deliver to the Corporation or Company for cancellation, all documents representing shares of common stock of the Corporation held by the Stockholder, if any. The signature of the Stockholder on the signature page hereto constitutes the agreement of the Stockholder to be bound by, and subject to the terms and provisions of, the LLC Agreement and admitted as a member to hold the Interests.

6. Registered Office; Agent. The registered office of the Company will be at 1010 Dale St. N., Saint Paul, Minnesota, and the Company's registered agent at such address will be CT Corporation System Inc., until such time as such office or agent shall be changed by subsequent resolution.

7. Effect of Conversion.

A. At the Effective Time, all of the rights, privileges and powers of the Corporation, and all property, real, personal and mixed, and all debts due of whatever nature to the Corporation as well as all other things and causes of action belonging to the Corporation, shall remain vested in the Company and shall be the property of the Company, and the title to any real property vested by deed or otherwise in the Corporation shall not revert or be in any way impaired by reason of the Conversion; but all rights of creditors and all liens upon any property of the Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Corporation shall remain attached to the Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by it in its capacity as a limited liability company. The rights, privileges, powers and interests in property of the Corporation, as well as the debts, liabilities and duties of the Corporation, shall not be deemed, as a consequence of the Conversion, to have been transferred to the Company for any purpose of the laws of the State of Minnesota.

B. The Corporation shall not be required to wind up its affairs or pay its liabilities and distribute its assets and the Conversion shall not be deemed to constitute a dissolution of the Corporation. The Conversion shall constitute a continuation of the existence of the Corporation in the form of a limited liability company.

C. The Company shall be deemed to be the same entity as the Corporation.

8. Authorization. The Board shall engage such legal, accounting and other advisers and take or cause the Corporation to take such other action as they deem necessary or appropriate to effect the Conversion in accordance with this Plan, the Act.

9. Termination or Deferral. At any time before the Effective Time, (a) this Plan may be terminated and the Conversion may be abandoned by action of the Board, notwithstanding the approval of this Plan by the Stockholder, or (b) the consummation of the Conversion may be deferred for a reasonable period of time if, in the opinion of the Board, such action would be in the best interests of the Corporation and the Stockholder. In the event of termination of this Plan, this Plan shall become void and of no effect and there shall be no liability on the part of the Corporation, the Board or the Stockholder with respect thereto.

10. Third Party Beneficiaries. This Plan shall not confer any rights or remedies upon any person or entity other than as expressly provided herein.

11. Severability. Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Plan.

(Signature Page Follows)

IN WITNESS WHEREOF, the stockholder of the Corporation hereto has caused this Plan of Conversion to be executed as of the Effective Time first written above.

STOCKHOLDER:

TBX HOLDINGS, INC.,
a Minnesota corporation


By: 
Name: Lavina Lau
Title: President

EXHIBIT A

FORM OF

LIMITED LIABILITY COMPANY AGREEMENT

(See Attached)

TERRYBEAR, LLC

LIMITED LIABILITY COMPANY AGREEMENT



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**LIMITED LIABILITY COMPANY AGREEMENT
OF
TERRYBEAR, LLC**

This Limited Liability Company Agreement (this "*Agreement*") is made and entered into by TBX Holdings, Inc., a Minnesota Corporation (the "*Member*").

The Member desires to enter into an agreement to govern the affairs of Terrybear, LLC, a Delaware limited liability company (the "*Company*"), the conduct of its business, and the relations of the Member.

The Member therefore adopts the following Articles:

**Article I
General**

1.1 Limited Liability Company Agreement. This Agreement constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, that, notwithstanding the date of execution, it is effective as of the effective time and date of the filing of the Certificate of Formation in the office of the Delaware Secretary of State (the "*Effective Date*"), and that it governs the affairs of the Company and the conduct of its business, except as otherwise required by the Act.

1.2 Certificate of Formation. The Member ratifies the execution and filing of the certificate of formation of the Company in the office of the Delaware Secretary of State on April 27, 2022, by Jessica Segal as an "authorized person" as contemplated by Section 18-201(a) of the Act (the "*Certificate of Formation*").

1.3 Name. The name of the Company is as stated in the Certificate of Formation, and the business of the Company may be conducted under that name or under such other name or names as the Board may determine.

1.4 Nature of Business. The Company may undertake and carry on any lawful business, purpose, or activity permitted under the Act and approved by the Board.

1.5 Principal Office. The Company may maintain offices and places of business at such locations as the Board may determine.

1.6 Term. The term of the Company is perpetual, unless the Company is dissolved in accordance with this Agreement.

Article 2
Definitions

Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. All defined terms may be used in the singular or the plural, as the context requires.

“*Act*” means the Delaware Limited Liability Company Act.

“*Affiliate*” means, when used with reference to a specified Person, (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person, (ii) any Person that is an officer, partner or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of ten percent or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person has a substantial beneficial interest, and (iv) any relative or spouse of the specified Person.

“*Agreement*” is defined in the preamble.

“*Board*” means the board of Managers of the Company established pursuant to Article 4.

“*Business Day*” means any day except a Saturday, Sunday, or other day on which commercial banks in Minneapolis, Minnesota, are authorized or required by law to close.

“*Capital Contribution*” means the amount of money or the fair market value of any property contributed to the Company by the Member pursuant to Section 9.1.

“*Certificate of Formation*” is defined in Section 1.2.

“*Code*” means the Internal Revenue Code of 1986, as amended. Any reference in this Agreement to a Section of the Code shall be considered also to include any subsequent amendment or replacement of that Section.

“*Company*” is defined in the recitals.

“*Effective Date*” is defined in Section 1.1.

“*Electronic Transmission*” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by its recipient, and that may be directly reproduced in paper form by its recipient through an automated process.

“*Manager*” means a Person serving on the Board pursuant to Article 4.

“*Member*” is defined in the preamble.

"Person" means a natural person, partnership, limited liability company, trust, estate, association, corporation, government, custodian, nominee, or any other individual or entity, in its own or any representative capacity.

"Reorganization" means (i) any consolidation or merger of the Company with or into any other Person, whether or not the Company is the surviving entity, (ii) any conversion of the Company into another entity pursuant to Section 18-216 of the Act, (iii) any exchange or other transaction pursuant to which outstanding Units are converted into other securities, property, or money, or (iv) any sale, transfer, or other disposition of all or substantially all of the Company's assets in a single transaction or a series of related transactions. A dissolution or liquidation of the Company pursuant to Article 11 will not constitute a "Reorganization" within the meaning of this Agreement.

"Treasury Regulations" means the regulations promulgated by the United States Treasury Department under the Code. Any reference in this Agreement to a Section of the Treasury Regulations shall be considered also to include any subsequent amendment or replacement of that Section.

"Unit" means a unit evidencing a membership interest in the Company, including all of the rights to which a Member or assignee holding Units is entitled as provided in this Agreement and under law, together with all of the obligations of the Member or assignee to comply with all of the terms and provisions set forth in this Agreement and under law.

Article 3

Member; Duties; Liability

3.1 Sole Member. The Member is the sole member of the Company and has all of the rights, powers, and privileges of a member under the Act.

3.2 Duties of Member. Except as otherwise provided in this Agreement or required by law, the Member owes no express or implied duties (including fiduciary duties) to the Company.

3.3 Liability of Member. A debt, obligation, or other liability of the Company is solely the debt, obligation, or other liability of the Company. The Member is not personally liable directly or indirectly, by way of contribution or otherwise, for a debt, obligation, or other liability of the Company solely by reason of being or acting as the only Member of the Company.

3.4 Admission of New Members. The Company may admit new members under (a) Article 7 in connection with a transfer of Units or (b) Section 9.2 in connection with an issuance of Units.

Article 4

Management and Operation of Company Business

4.1 Powers of the Board. Except as otherwise required by the Act or this Agreement, the business and affairs of the Company will be managed by or under the authority of the Board.

The Board has the power to execute and deliver or file such documents and take such actions as it may consider advisable to carry out the purposes and objectives of the Company under this Agreement. The Board will take action only at a meeting of the Board or by written action as provided in this Article 4.

4.2 Limitations on Board Powers. Notwithstanding Section 4.1, the Board will not take any of the following actions without the prior written consent of the Member:

- (a) The admission of additional members under Section 3.4;
- (b) The authorization or issuance of additional Units under Section 9.2;
- (c) Any Reorganization or acquisition of another business by the Company;
- (d) The commencement of proceedings or the filing of a petition seeking relief under Title 11 of the United States Code or any other federal or state bankruptcy, insolvency, or similar law;
- (e) The dissolution of the Company under Section 11.1; or
- (f) The amendment of the Certificate of Formation or this Agreement under Article 12.

4.3 Number; Election; Term of Office; Vote.

- (a) The initial number of Managers on the Board is one. The Member may change the number of Managers at any time.
- (b) Each Manager will be appointed by the Member and will hold office until the earlier death, resignation, removal, or disqualification of that Manager. Any Manager may be removed from office, with or without cause, by the Member.
- (c) If any Manager ceases to be a Manager, the Member may appoint a replacement Manager.
- (d) Each Manager has one vote in all matters to come before the Board. Except as otherwise provided in this Agreement, the Board will take action at a meeting by the affirmative vote of a majority of the number of Managers present at a meeting at which a quorum is present, and any such act is deemed the action of the Board for purposes of this Agreement and the Act.

4.4 Initial Board. The initial Board will consist of the following individuals:

Lavina Lau

4.5 Duties of Managers. Except as otherwise specifically provided in this Agreement or required by the Act, Managers owe the same fiduciary duties to the Company and the Member as directors of a Delaware corporation owe to the corporation and its stockholders.

4.6 Liabilities of Managers. The personal liability of a Manager to the Company or the Member for monetary damages for breach of fiduciary duty as a Manager is eliminated to the fullest extent permitted by law. The amendment of this Agreement or the Certificate of Formation will not adversely affect the elimination of the personal liability of a Manager with respect to any act or omission that occurred before the amendment.

4.7 Other Ventures; Time and Attention. The Managers may engage in and possess an interest in other business ventures, including competing ventures. Neither the Company nor the Member has any right, by virtue of this Agreement, in such ventures or any income or profits derived from such ventures. No Manager is required to devote the Manager's full time and attention to the affairs of the Company, unless the Manager expressly agrees otherwise in this Agreement or another written agreement.

4.8 Compensation. Managers will not be compensated for serving as a Manager, unless the Member determines otherwise in writing. The Company shall reimburse Managers for reasonable out-of-pocket expenses incurred in the course of providing services as a Manager.

4.9 Committees. The Board may establish committees having the authority of the Board. A committee may consist of one or more Persons, who need not be Managers. Committees are subject to the direction and control of the Board. The Board may fill vacancies in committee membership.

4.10 Delegation of Duties and Powers. The Board may delegate such part its duties as it may deem reasonable or necessary in the conduct of the business of the Company to one or more agents or employees of the Company or to officers named by the Board, who shall each have such duties and authority as is determined from time to time by the Board or as may be set forth in any agreement between such Person and the Company.

4.11 Place and Time of Meetings. Meetings of the Board will be held at such place and at such time as designated by the Board.

4.12 Regular Meetings. Regular meetings of the Board may be held on an annual or less frequent basis as determined by the Board.

4.13 Special Meetings. Special meetings of the Board will be held for any purpose at the written demand of any Manager. Such demand must state the purpose of the special meeting and be delivered to the Company. The special meeting must be held not more than 10 Business Days after the date the Company receives a proper demand.

4.14 Notice of Meetings. The Board shall determine the date of each regular and special meeting of the Board and shall give written notice of each regular and special meeting of the Board to each Manager at least five but no more than 90 days before the meeting. Every notice of a meeting of the Board must state the place, date, and time of the meeting and the purpose for which the meeting is called.

4.15 Waiver of Notice. Any Manager may waive in writing notice of any regular or special meeting of the Board. Attendance by a Manager at a meeting constitutes a waiver of

notice of that meeting, unless the Manager objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened.

4.16 Proxies. Each Manager may authorize one or more Persons to vote or otherwise act for that Manager by proxy by delivering a signed authorization to the Board. If the authorization designates two or more Persons to act as proxies, any one of the proxies may exercise all of the powers conferred by the authorization unless the authorization otherwise provides.

4.17 Quorum; Adjourned Meetings. The presence, in person or by proxy, of a majority of the Managers constitutes a quorum for the transaction of business at any meeting of the Board. If a quorum is present at the beginning of a meeting, the Managers may continue to transact business even if a quorum is not maintained. If a quorum is not present at the beginning of a meeting, the Managers present shall adjourn the meeting and may designate a date for the continuation of the original meeting by vote of a majority of the Managers who are present. Notice of the continued meeting need not be given if the date, time, and place of the continued meeting are announced at the original meeting.

4.18 Absent Managers. A Manager may give advance written consent or opposition to a proposal to be acted on at a meeting of the Board. If that Manager is not present at the meeting, the consent or opposition does not constitute presence for determining the existence of a quorum, but the consent or opposition will be counted as a vote and entered in the minutes or other record of action at the meeting, provided that the proposal acted on at the meeting is substantially the same as the proposal to which the Manager consented or opposed.

4.19 Conference Communications. Managers may conduct meetings by any method of communication through which all Managers participating may simultaneously hear each other. For the purposes of establishing a quorum and taking any action at the meeting, Managers participating pursuant to this Section 4.19 will be deemed present in person at the meeting.

4.20 Written Action. Any action that may be taken at a meeting of the Board, or any committee, may be taken without a meeting if done in writing and signed by a number of Managers, or committee members, whose approval would be sufficient to approve the action at a meeting at which all of the Managers, or committee members, were present. When written action is taken by fewer than all Managers, the Board shall notify all Managers of the text and effective date of the action immediately. A failure to provide the notice will not invalidate the written action. Any Electronic Transmission consenting to an action and transmitted by a Manager, or committee member, or by a Person authorized to act for a Manager or committee member, is deemed to be written for purposes of this Section 4.20, *provided* that the Electronic Transmission includes information from which the Board can determine that the Electronic Transmission was transmitted by the Manager or committee member, or a Person authorized to act for the Manager or committee member. The date on which the Electronic Transmission is transmitted is deemed to be the date on which the consent was signed.

Article 5
Officers

5.1 Officers. The officers of the Company, all of whom must be natural persons, will consist of the officers and agents the Board may designate by a written designation filed with the records of the Company. Persons designated to act as officers of the Company may have the titles the Board deems appropriate, including President, Vice President, Treasurer, and Secretary. Any person may hold two or more offices.

5.2 Election, Term of Office and Qualifications. The Board will elect officers as it deems appropriate. The officers will hold office until their successors are elected and qualified, or until the office is eliminated by the Board. An officer who is a Manager will hold office until the election and qualification of that officer's successor, even though that officer may cease to be a Manager.

5.3 Removal and Vacancies. Any officer may be removed from office with or without cause by the Board, which removal will be without prejudice to the contract rights of the officer so removed. A vacancy among the officers will be filled by the Board, unless the office is eliminated.

5.4 Powers and Duties. Unless otherwise directed by the Board, an officer holding a title customarily held by an officer of a corporation will have the same powers and the same duties and responsibilities as an officer holding the same title would customarily have in a corporation organized under the laws of Delaware.

5.5 Compensation. The officers, agents, and employees of the Company will receive such compensation for their services as the Board may determine or as may be described in a written agreement with the Company.

Article 6
Indemnification

6.1 General.

(a) To the fullest extent permitted by law and subject to Section 4.6, the Company shall indemnify each Manager and officer and their respective Affiliates, directors, officers, employees, members, managers, partners, shareholders, assigns, representatives and agents (individually, an "Indemnitee") against all losses, claims, damages, liabilities, expenses (including legal fees and expenses), and other amounts paid in settlement, incurred, or suffered by the Indemnitee, in connection with any claim or proceeding arising out of the business or the operation of the Company.

(b) An Indemnitee will have the right to employ separate counsel in any proceeding for which indemnification may be sought under any provision of this Agreement and to participate in defending the proceeding, but the Indemnitee will be required to pay the legal fees and expenses related to the Indemnitee's separate counsel unless:

(i) the Company has agreed in writing to pay the legal fees and expenses,

(ii) the Company has failed to employ counsel and defend the proceeding within a reasonable period of time after being given notice of the proceeding, or

(iii) the Indemnitee has been advised by its counsel that representation of that Indemnitee and other parties by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing interests between them.

(c) Notwithstanding Section 6.1(b), the Company will be liable for the reasonable legal fees and expenses of only one separate firm of attorneys for all Indemnitees having actual or potential differing interests with the Company (whether in connection with one proceeding or separate but substantially similar or related proceedings in the same jurisdiction arising out of the same general allegations or circumstances), unless the Indemnitees have actual or potential differing interests with each other.

(d) The Company will not deny indemnification under this Article 6 merely because the Indemnitee had an interest in the transaction with respect to which the indemnification applies, if (i) the transaction was not otherwise prohibited under this Agreement, and (ii) the conduct of the Indemnitee satisfied the conditions of this Agreement, if any.

6.2 Advances. To the fullest extent permitted by law and subject to Section 6.1(b) and 6.1(c), the Company will periodically advance expenses an Indemnitee incurs in defending any claim or proceeding subject to this Article 6 before the final disposition of the claim or proceeding, upon receipt by the Company of a written undertaking by the Indemnitee to repay the expenses advanced if the criteria for indemnification under this Article 6 have not been satisfied.

6.3 No Member Liability. Any indemnification provided under this Article 6 will be satisfied solely out of the assets of the Company. No Member will be personally liable for any amount payable under this Article 6.

6.4 Settlements. The Company will not be liable for the settlement of any proceeding effected without its written consent, but if the proceeding is settled with the Company's written consent, or if there is a final judgment against the Indemnitee in the proceeding, the Company agrees to indemnify the Indemnitee to the extent provided above.

6.5 Amendments. Any amendment of this Article 6 will not adversely affect any right or protection of an Indemnitee who was serving at the time of the amendment, and any right or protection of that Indemnitee will survive amendment with respect to events that occurred before the amendment.

Article 7
Transfers

The Member may transfer the Member's Units in whole or in part at any time.

Article 8
Books of Account; Reports and Fiscal Matters

8.1 Books and Records. The Company will maintain at the principal office of the Company determined under Section 1.5 or such other place as the Member may designate, the information and records that the Member is entitled to obtain from the Company pursuant to Section 18-305(a) of the Act.

8.2 Company Funds. The Company's funds may be deposited in the banking institutions as the Board determines, and withdrawals may be made on the signatures the Board determines.

8.3 Tax Status. The Member intends that the Company will be classified solely for federal income tax purposes as an "eligible entity" that is disregarded as an entity separate from its owner as provided in Treasury Regulations Section 301.7701-3(a).

Article 9
Units and Capital Contributions

9.1 Capital Contributions. The Member may make Capital Contributions to the Company from time to time.

9.2 Units. The Member will initially receive 1,000 Units. The Company, with the consent of the Member, may issue additional Units from time to time to new members. Units may be issued for any consideration, including cash or other property received or to be received by the Company or services rendered or to be rendered to the Company.

9.3 No Certificates for Units. The Units of the Company will not be certificated unless otherwise determined by the Board.

9.4 Loans to the Company. The Member may, but is not obligated to, make loans to the Company from time to time. Any loans from the Member will not be treated as Capital Contributions to the Company for any purpose, but the Company shall be obligated to the Member for the principal amount of and any accrued interest on such loans pursuant to any agreed upon terms.

9.5 Creditor's Interest in the Company. No creditor who makes a loan to the Company will have or acquire at any time as a result of making the loan any direct or indirect interest in the profits, capital, or property of the Company, other than any interest as a secured creditor. Notwithstanding the foregoing, this provision will not prohibit a secured creditor from participating in the profits of operation or gross or net sales of the Company or in the gain on sale or refinancing of the Company, all as may be provided in its loan or security agreements.

Article 10
Allocation of Income, Gains and Losses; Distributions

The income, profits, gains, losses, and tax credits of the Company and distributions of cash or property of the Company to the Member will be treated for federal income tax purposes as if the Company were a sole proprietorship, branch, or division of the Member, as applicable, in accordance with Treasury Regulations Section 301.7701-2(a). Distributions will be made to the Member at the times and in the amounts determined by the Board.

Article 11
Dissolution and Liquidation

11.1 Events Causing Dissolution. The Company will be dissolved only upon the occurrence of any of the following events:

- (a) The written consent of the Member; or
- (b) The final decree of a court that dissolution is required under applicable law.

11.2 Liquidation and Winding Up. If the Company is dissolved pursuant to Section 11.1, the Company will be liquidated and the Managers (or other Person or Persons designated by the Managers or by a decree of court) shall wind up the affairs of the Company. The Managers or other Persons winding up the affairs of the Company shall promptly proceed to the liquidation of the Company and distribute the assets of the Company in the following order of priority:

- (a) To the payment of all debts and liabilities of the Company in the order of priority as provided by law (other than outstanding loans from the Member);
- (b) To the establishment of any reserves deemed necessary by the Managers or the Person winding up the affairs of the Company for any contingent liabilities or obligations of the Company;
- (c) To the repayment of any outstanding loans from the Member to the Company; and
- (d) The balance, if any, to the Member.

Article 12
Amendment

Any provision of the Certificate of Formation or this Agreement may be amended or waived only by an instrument in writing signed by the Member. No course of dealing will amend, waive, or terminate any provision of this Agreement or any rights or obligations of any Person under or by reason of this Agreement.

Article 13
Miscellaneous Provisions

13.1 Headings. The headings in this Agreement are for convenience only and do not affect the meaning of this Agreement.

13.2 Severability. If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If a provision is modified or disregarded in accordance with this Section 13.2, then the rest of this Agreement will remain in effect as written. Any unenforceable provision will remain as written in any circumstance other than those in which the provision is held to be unenforceable.

13.3 Governing Law. All matters relating to the interpretation, construction, validity, and enforcement of this Agreement will be governed by the internal laws of the state of Delaware, without giving effect to any choice of law provisions. Any conflict or apparent conflict between this Agreement and the Act will be resolved in favor of this Agreement, except as otherwise specifically required by the Act.

13.4 Third Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Member (in its capacity as such) any rights of any nature whatsoever, except that the Indemnitees will be entitled to the enforcement of Article 6 as intended third-party beneficiaries thereof, to the extent that the obligations sought to be enforced are those of the Company.

The undersigned has signed this Agreement as of the Effective Date intending to be bound by it.

TBX HOLDINGS, INC.

By: _____

Its: President

EXHIBIT B

FORM OF

**ARTICLES OF CONVERSION, CERTIFICATE OF CONVERSION AND
CERTIFICATE OF FORMATION**

(See Attached)

**ARTICLES OF CONVERSION
OF
TERRYBEAR, INC.
(a Minnesota corporation)
TO
TERRYBEAR, LLC
(a Delaware limited liability company)**

These Articles of Conversion have been duly executed and are being filed by Terrybear, Inc., a Minnesota corporation (the "Converting Corporation"), pursuant to Section 302A.686 of the Minnesota Business Corporation Act:

1. The name of the Converting Corporation before the filing of these Articles of Conversion is Terrybear, Inc.
2. The home jurisdiction of the Converting Corporation is Minnesota.
3. The name of the Converting Corporation after the conversion shall be Terrybear, LLC (the "Converted Company").
4. The home jurisdiction of the Converted Company shall be Delaware.
5. The conversion shall be effective at 11:59 p.m. CT on April 28, 2022.
6. The Plan of Conversion is attached hereto as Exhibit A, and has been approved by the Converting Corporation in accordance with Chapter 302A of the Minnesota Statutes.
7. The conversion was approved as required by the Delaware Limited Liability Company Act, the governing statute of the Converted Company.
8. The Minnesota Secretary of State may use the following address for the purposes of section 302A.686, subdivision (1)(vii): 946 West Pierce Butler Route, Suite #101 St. Paul, MN 55104.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Conversion as of April 26, 2022.

TERRYBEAR, INC.

Lavina Lau

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY
COMPANY ACT

1.) The jurisdiction where the Corporation first formed is Minnesota.

2.) The jurisdiction immediately prior to filing this Certificate is Minnesota.

3.) The date the corporation first formed is July 03, 1986.

4.) The name of the Corporation immediately prior to filing this Certificate is
Terrybear, Inc.

5.) The name of the Limited Liability Company as set forth in the Certificate of
Formation is Terrybear, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
28 day of April, A.D. 2022.

By: _____
Authorized Person

Name: Lavina Lau
Print or Type

CERTIFICATE OF FORMATION

OF

TERRYBEAR, LLC

The undersigned, being an authorized person, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act, Chapter 18, Title 6, Delaware Code, Section 18-101 et seq. (the "Act"), hereby certifies, pursuant to Section 18-201(a) of the Act, that:

1. Name of Limited Liability Company. The name of the limited liability company is Terrybear, LLC (the "Company").
2. Registered Office. The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.
3. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

This Certificate of Formation is duly executed and filed pursuant to the provisions of Section 18-201 of the Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Terrybear, LLC this 28th day of April, 2022.

Name: Jessica Segal

Title: Authorized Person



Work Item 1311277500045
Original File Number 5H-178

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
04/27/2022 11:59 PM

Steve Simon

Steve Simon
Secretary of State


Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A MINNESOTA CORPORATION UNDER THE NAME OF "TERRYBEAR, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "TERRYBEAR, INC." TO "TERRYBEAR, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF APRIL, A.D. 2022, AT 9:35 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

6766382 8100F
SR# 20221671260

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203293618
Date: 04-28-22

TRADEMARK
REEL: 007767 FRAME: 0030

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY
COMPANY ACT

- 1.) The jurisdiction where the Corporation first formed is Minnesota.
- 2.) The jurisdiction immediately prior to filing this Certificate is Minnesota.
- 3.) The date the corporation first formed is July 03, 1986.
- 4.) The name of the Corporation immediately prior to filing this Certificate is Terrybear, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Terrybear, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
28th day of April, A.D. 2022.

By: 
Authorized Person

Name: Lavina Lau
Print or Type

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TERRYBEAR, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF APRIL, A.D. 2022, AT 9:35 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

6766382 8100F
SR# 20221671260

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203293618
Date: 04-28-22

TRADEMARK
REEL: 007767 FRAME: 0032

CERTIFICATE OF FORMATION

OF

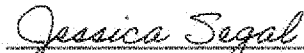
TERRYBEAR, LLC

The undersigned, being an authorized person, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act, Chapter 18, Title 6, Delaware Code, Section 18-101 et seq. (the "Act"), hereby certifies, pursuant to Section 18-201(a) of the Act, that:

1. Name of Limited Liability Company. The name of the limited liability company is Terrybear, LLC (the "Company").
2. Registered Office. The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.
3. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

This Certificate of Formation is duly executed and filed pursuant to the provisions of Section 18-201 of the Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Terrybear, LLC this 28th day of April, 2022.



Name: Jessica Segal

Title: Authorized Person