

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM776082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/14/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nebia Inc.		04/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Brondell Inc.		
Street Address:	1830 HARRISON STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5363616	N	
Registration Number:	4914487	NEBIA	
Registration Number:	5123324	NEBIA	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	925 482 0100		
Email:	dklocek@leydig.com		
Correspondent Name:	Anne E. Naffziger		
Address Line 1:	1981 N Broadway		
Address Line 2:	Suite 375		
Address Line 4:	Walnut Creek, CALIFORNIA 94596		
ATTORNEY DOCKET NUMBER:	728712		
NAME OF SUBMITTER:	Anne E. Naffziger		
SIGNATURE:	/Anne E. Naffziger/		
DATE SIGNED:	12/22/2022		
Total Attachments: 15			

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California Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: BRONDELL INC.
Formed In: CALIFORNIA
Entity No.: 2549975
Entity Type: Stock Corporation - CA - General

Issuance Date: 04/14/2022
Copies Requested: 1
Receipt No.: 001484135
Certificate No.: 002605309

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B0609-5585	04/14/2022	Merger - Qualified Survivor (single type)	14

** **** * End of list ***** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on April 14, 2022.

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

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



STATE OF CALIFORNIA
Office of the Secretary of State
MERGER
CORPORATION(S) ONLY TO QUALIFIED
CORPORATION SURVIVOR
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20220048975

Date Filed: 4/14/2022

0609-5585 04/14/2022 2:42 PM Received by California Secretary of State

Qualified Corporation Survivor Name of Surviving Entity BRONDELL INC. Entity No. 2549975 Surviving Entity Type Stock Corporation - CA - General Formed In CALIFORNIA		
Entities Merging Out		
Merging Out Entity Name	Nonqualified Entity Type	Formed In
NEBIA INC. Stock Corporation - Out of State - Stock Entity No.: 3934564 Formed In: DELAWARE		
Amendment to Articles Are you amending the Surviving Corporation's Articles of Incorporation? No		
Merger Documents <input checked="" type="checkbox"/> Merger documents have been approved and signed by each entity participating in the merger.		
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.		
Electronic Signature <input checked="" type="checkbox"/> By signing, I affirm that I have the authority to submit this merger.		
<u>KEVIN LUTZ</u> Signature	<u>04/14/2022</u> Date	

Certificate Verification No.: 002605309 Date: 04/14/2022

AGREEMENT OF MERGER

This AGREEMENT OF MERGER, dated as of April 7, 2022 (this “**Agreement**”), between Brondell Inc., a California corporation with California Entity Number C2549975 (“**Parent**”), and Nebia Inc., a Delaware corporation with California Entity Number C3934564 (the “**Company**”). Parent and the Company are hereinafter collectively referred to as the “**Constituent Corporations.**”

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Constituent Corporations agree as follows:

ARTICLE I

THE MERGER

1.1. The Merger. Upon and subject to the terms and conditions of this Agreement, the Agreement and Plan of Merger, dated as of March 25, 2022, by and among Parent, the Company and the Stockholder Representative (as defined therein) (the “**Merger Agreement**”), the California Corporations Code (“**CCC**”) and the Delaware General Corporation Law (“**DGCL**”), subject to Section 1.2 below, upon the filing of this Agreement with the Office of the Secretary of State of the State of California and the filing of a Certificate of Merger with the Secretary of State of the State of Delaware, the separate existence of the Company shall cease and the Company shall be merged with and into Parent (the “**Merger**”, and Parent surviving the Merger being sometimes referred to herein as the “**Surviving Corporation**”).

1.2. Effective Time. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Article II of this Agreement, the parties hereto shall cause the Merger to be consummated by filing this Agreement, together with the required officers’ certificates, with the Office of the Secretary of State of the State of California and the filing of a Certificate of Merger with the Secretary of State of the State of Delaware. The Merger shall become effective at the time of such filings (the “**Effective Time**”).

1.3. Effect of the Merger. At the Effective Time, the Company shall be merged with and into Parent and the separate existence of the Company shall cease, and Parent shall continue as the surviving corporation in the Merger. The Merger will have the effects set forth in the CCC and the DGCL.

1.4. Articles of Incorporation. The articles of incorporation of the Surviving Corporation immediately prior to the Merger shall continue to be the articles of incorporation of the Surviving Corporation after the Effective Time until such time as amended in accordance with its terms.

1.5. Bylaws. The Bylaws of the Surviving Corporation immediately prior to the Merger shall continue to be the Bylaws of the Surviving Corporation after the Effective Time until such time as amended in accordance with the Bylaws and the articles of incorporation.

1.6. Officers and Directors of Surviving Corporation. The officers of Parent as of the Effective Time shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors are duly appointed and qualified, as the case may be. The directors of Parent as of the Effective Time shall be the directors of the Surviving Corporation until the earlier of their resignation or removal or otherwise ceasing to be a director or until their respective successors are duly elected and qualified.

1.7. Merger Consideration.

(a) The aggregate consideration to be paid by Parent in respect of the Merger shall be an amount equal to Thirty Million Two Hundred Thousand Dollars (\$30,200,000), minus the transaction expenses, minus the indebtedness of the Company as of closing, if any (the “**Aggregate Merger Consideration**”). The aggregate consideration per share of common stock of the Company payable in the Merger shall be equal to 0.094600 shares of common stock of Parent (“**Parent Stock**”), plus or minus, as the case may be, the amount by which the actual transaction expenses and indebtedness of the Company exceeds the estimated amounts of transaction expenses and indebtedness of the Company as of closing (the “**Common Per Share Payment Amount**”). The aggregate consideration per share of Series A Preferred Stock of the Company payable in the Merger shall be equal to 0.28357 shares of Parent Stock. The aggregate consideration per share of Series A-1 Preferred Stock of the Company payable in the Merger shall be equal to 0.24104 shares of Parent Stock. The aggregate consideration per share of Series A-2 Preferred Stock of the Company payable in the Merger shall be equal to 0.17014 shares of Parent Stock. The aggregate consideration per share of Series Seed Preferred Stock of the Company payable in the Merger shall be equal to 0.23272 shares of Parent Stock. The aggregate consideration per share of Series Seed-1 Preferred Stock of the Company payable in the Merger shall be equal to 0.18618 shares of Parent Stock. Notwithstanding anything to the contrary set forth in this Agreement, with respect to any shareholder of the Company which is not an Accredited Investor (as defined in Rule 501 of Regulation D promulgated by the U.S. Securities and Exchange Commission), the merger consideration payable to shareholder shall be paid in cash rather than in Parent Shares.

(b) Parent shall substitute stock options subject to Parent’s 2016 Equity Incentive Plan (each, a “**Parent Option**”) for all vested and unvested stock options issued by the Company (“**Company Stock Options**”) that are outstanding and unexercised, and held by optionholders of the Company (each, an “**Optionholder**”) who are providing services to the Company, immediately prior to the Effective Time. Each Optionholder entitled to receive a Parent Option shall receive a substitution agreement, which substitutes a Parent Option for a Company Stock Option and which shall include a release and waiver of claims pertaining to the Company Stock Option. Each Company Stock Option shall be cancelled if the holder of such option does not execute his or her substitution agreement within one (1) month after the Effective Time. After substitution of a Parent Option for a Company Stock Option, (i) each Parent Option substituted for a Company Stock Option shall be exercisable for that whole number of Parent Shares equal to the product (rounded down to the nearest whole number) of (x) the number of shares of common stock of the Company subject to such Company Stock Option immediately prior to the Effective Time multiplied by (y) the Common Per Share

Payment Amount, (ii) the exercise price per Parent Share (rounded up to the nearest whole cent) shall be equal to (x) the exercise price per share of such Company Stock Option immediately prior to the Effective Time divided by (y) the Common Per Share Payment Amount, and (iii) for each Company Stock Option, the vesting schedule of each Parent Option shall be substantially similar to that of the corresponding substituted Company Stock Option.

1.8. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, immediately prior to the Effective Time, any shares of capital stock of the Company held by a holder who has not voted in favor of the transactions contemplated hereby or consented thereto in writing and who have properly demanded in writing appraisal rights under the DGCL and the CCC (such shares being referred to collectively as the “**Dissenting Shares**” until such time as such holder fails to perfect or otherwise loses such holder’s appraisal rights with respect to such shares) shall not be converted into or represent the right to receive the applicable portion of consideration payable in respect of such shares, but the holder thereof shall be entitled only to such rights as are granted by the applicable provisions of the DGCL and the CCC; provided, however, that all Dissenting Shares held by stockholders of the Company who shall have failed to perfect or who shall, after the Effective Time, withdraw the demand for appraisal or lose the right of appraisal, in either case pursuant to the applicable provisions of the DGCL and the CCC, shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the applicable portion of the consideration payable in respect of such shares, without interest, upon surrender to Parent.

1.9 Conversion of Series Seed-2 Preferred Stock. Immediately prior to the Effective Time, each share of Series Seed-2 Preferred Stock shall have been converted into one share of Common Stock of the Company in accordance with the Certificate of Incorporation of the Company.

ARTICLE II

TERMINATION

2.1. Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the shareholders of the Company and Parent, this Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of the Constituent Corporations.

2.2. Termination Other Than By Mutual Agreement. Notwithstanding the approval of this Agreement by the shareholders of the Company and Parent, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated as therein provided.

2.3. Effects of Termination. In the event of the termination of this Agreement, this Agreement shall become void and there shall be no liability on the part of either the Company or Parent or their respective officers or directors, except as otherwise provided in the Merger Agreement.

ARTICLE III

GENERAL PROVISIONS

3.1. Entire Agreement, Waivers and Amendment. This Agreement and each other agreement among the parties to this Agreement to be executed and delivered at the Closing, constitute the entire agreement among the parties pertaining to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no other agreements between the parties in connection with the subject matter thereof except as set forth specifically herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be implied or be binding (including, without limitation, any alleged waiver based on a party's knowledge of any inaccuracy in any representation or warranty contained herein) unless in writing and signed by the party against which such amendment, supplement, modification, waiver or termination is asserted. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly therein provided.

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

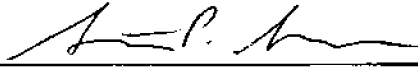
3.3. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid, illegal or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid, illegal or unenforceable term or provision with a valid, legal and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable term.

3.4. 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 instrument.

* * *

IN WITNESS WHEREOF, Parent and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BRONDELL INC.

By: 

Name: Steven Scheer

Title: President

By: _____

Name: Sarah Chase

Title: Secretary

NEBIA INC.

By: _____

Name: Philip Winter

Title: President

By: _____

Name: Philip Winter

Title: Secretary

IN WITNESS WHEREOF, Parent and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BRONDELL INC.

By: _____
Name: Steven Scheer
Title: President

By: Sarah Chase
Name: Sarah Chase
Title: Secretary

NEBIA INC.

By: _____
Name: Philip Winter
Title: President

By: _____
Name: Philip Winter
Title: Secretary

IN WITNESS WHEREOF, Parent and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BRONDELL INC.

By: _____
Name: Steven Scheer
Title: President

By: _____
Name: Sarah Chase
Title: Secretary

NEBIA INC.

By: *Philip V. Winter*
Name: Philip Winter
Title: President

By: *Philip V. Winter*
Name: Philip Winter
Title: Secretary

BRONDELL INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Steven Scheer and Sarah Chase, and each of them, do hereby certify that:

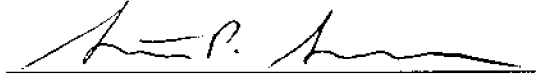
1. They are the President and Secretary, respectively, of Brondell Inc., a California corporation with California Entity Number C2549975 (the "**Corporation**").

2. The Agreement of Merger (the "**Agreement**") by and between the Corporation and Nebia Inc. ("**Nebia**"), in the form attached hereto, was duly approved by the Board of Directors of the Corporation. Pursuant to the Agreement, among other things, Nebia will merge with and into the Corporation with the Corporation as the surviving corporation (the "Merger").

3. The Corporation has authorized Common Stock, Series A Preferred Stock, Series A1 Preferred Stock and Series F Preferred Stock outstanding. The total number of shares of Common Stock of the Corporation outstanding and entitled to vote upon the Merger was 5,409,613 shares. The total number of shares of Series A Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 3,250,000 shares. The total number of shares of Series A1 Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 5,500,000 shares. The total number of shares of Series F Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 3,121,427 shares.

4. The principal terms of the Agreement were approved by the shareholders of the Corporation by the vote of a number of the shares of Common Stock, Series A Preferred Stock, Series A1 Preferred Stock and Series F Preferred Stock of the Corporation which equaled or exceeded the vote required. The percentage vote required to approve the principal terms of the Agreement for the Common Stock, Series A Preferred Stock, Series A1 Preferred Stock and Series F Preferred Stock of the Corporation was more than 50% of the outstanding shares of Common Stock, Series A Preferred Stock, Series A1 Preferred Stock and Series F Preferred Stock of the Corporation entitled to vote upon the Merger.

The undersigned 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 based on their own knowledge. Executed at San Francisco, California on April 7, 2022.



Name: Steven Scheer
Title: President

Name: Sarah Chase
Title: Secretary

The undersigned 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 based on their own knowledge. Executed at San Francisco, California on April 7, 2022.

Name: Steven Scheer
Title: President



Name: Sarah Chase
Title: Secretary

NEBIA INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Philip Winter does hereby certify that:

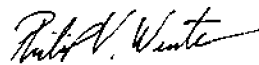
1. He is the President and Secretary of Nebia Inc., a corporation organized under the laws of the State of Delaware with California Entity Number C3934564 (the “**Corporation**”).

2. The Agreement of Merger (the “**Agreement**”) by and between the Corporation and Brondell Inc. (“**Brondell**”), in the form attached hereto, was duly approved by the Board of Directors of the Corporation. Pursuant to the Agreement, among other things, the Corporation will merge with and into Brondell with Brondell as the surviving corporation (the “**Merger**”).

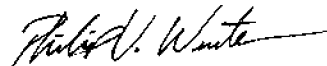
3. The Corporation has authorized Common Stock, Series A Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series Seed Preferred Stock and Series Seed-1 Preferred Stock and Series Seed-2 Preferred Stock outstanding. The total number of shares of Common Stock of the Corporation outstanding and entitled to vote upon the Merger was 10,294,228 shares. The total number of shares of Series A Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 1,285,105 shares. The total number of shares of Series A-1 Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 1,118,324 shares. The total number of shares of Series A-2 Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 540,787 shares. The total number of shares of Series Seed Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 1,780,381 shares. The total number of shares of Series Seed-1 Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 626,711 shares. The total number of shares of Series Seed-2 Preferred Stock of the Corporation outstanding and entitled to vote upon the Merger was 113,365 shares.

4. The principal terms of the Agreement were approved by the shareholders of the Corporation by the vote of a number of the shares of Common Stock, Series A Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series Seed Preferred Stock, Series Seed-1 Preferred Stock, and Series Seed-2 Preferred Stock of the Corporation which equaled or exceeded the vote required. The percentage vote required to approve the principal terms of the Agreement for the Series A Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series Seed Preferred Stock, Series Seed-1 Preferred Stock and Series Seed-2 Preferred Stock of the Corporation was more than 50% of the outstanding shares of Series A Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series Seed Preferred Stock, Series Seed-1 Preferred Stock and Series Seed-2 Preferred Stock of the Corporation entitled to vote upon the Merger, each voting as a separate class, and the percentage vote required to approve the principal terms of the Agreement for the Common Stock of the Corporation was 100% of the outstanding shares of Common Stock.

The undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct based on his own knowledge. Executed at San Francisco, California on April 7, 2022.



Name: Philip Winter
Title: President



Name: Philip Winter
Title: Secretary

Certificate Verification No.: 002605309 Date: 04/14/2022

B0609-5598 04/14/2022 2:42 PM Received by California Secretary of State