

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/06/2011
CONVEYING PARTY DATA	
Name	Execution Date
Hobbeezone, Inc.	07/06/2011
RECEIVING PARTY DATA	
Name:	The Maya Group, Inc.
Street Address:	7312 Murdy Circle
City:	Huntington Beach
State/Country:	CALIFORNIA
Postal Code:	92647
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12973897
CORRESPONDENCE DATA	
Fax Number:	3107728301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310-772-8300
Email:	ipdocketing-la@dicksteinshapiro.com
Correspondent Name:	Dickstein Shapiro LLP
Address Line 1:	2049 Century Park East
Address Line 2:	Suite 700
Address Line 4:	Los Angeles, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	H6845.1001.A
NAME OF SUBMITTER:	Rosa Bugarin
Total Attachments: 6 source=THE_MAYA_GROUP_INC_CA-AGREEMENT_OF_MERGER#page1.tif source=THE_MAYA_GROUP_INC_CA-AGREEMENT_OF_MERGER#page2.tif source=THE_MAYA_GROUP_INC_CA-AGREEMENT_OF_MERGER#page3.tif source=THE_MAYA_GROUP_INC_CA-AGREEMENT_OF_MERGER#page4.tif source=THE_MAYA_GROUP_INC_CA-AGREEMENT_OF_MERGER#page5.tif source=THE_MAYA_GROUP_INC_CA-AGREEMENT_OF_MERGER#page6.tif	

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement"), dated as of July 1, 2011, is entered into by and between The Maya Group, Inc., a California corporation ("Surviving Company") and Hobbezone, Inc., a California corporation ("Disappearing Company"). Surviving Company and Disappearing 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 and the applicable provisions of the California Corporations Code ("California Law"), Disappearing Company shall be merged with and into Surviving Company, the separate corporate existence of Disappearing Company shall cease and Surviving Company shall continue as the surviving corporation of the Merger.

1.2 Effective Time. The parties 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 in accordance with the relevant provisions of Section 1103 of the California Law (the "Articles of Merger") (the time of filing of the Articles of Merger being the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of California Law. At the Effective Time, all the property, rights, privileges, powers and franchises of Disappearing Company shall vest in the Surviving Company, and all debts, liabilities and duties of Disappearing Company shall become the debts, liabilities and duties of the Surviving Company.

1.4 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Surviving Company, as in effect immediately prior to the Effective Time, will be and remain the Articles of Incorporation of the Surviving Company after the Effective Time until amended as provided by law.

1.5 Conversion of Disappearing Company Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of capital stock of Disappearing Company, each share of capital stock of the Disappearing Company 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, automatically be canceled and converted into the right to receive one (1) share of common stock of the Surviving Company.

1.6 Capital Stock of Surviving Company. Each share of Surviving Company common stock that is issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger.

ARTICLE II

GENERAL PROVISIONS

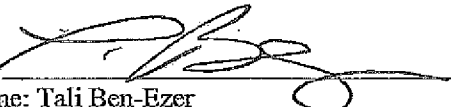
2.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within California, without regard to the California conflicts of law principles.

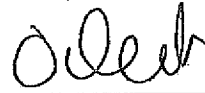
2.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile, PDF electronic delivery or otherwise) to the other party, it being understood that all parties need not sign the same counterpart.

[Remainder of page intentionally left blank]

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

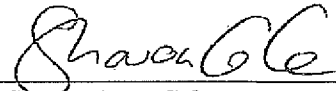
THE MAYA GROUP, INC.

By: 
Name: Tali Ben-Ezer
Title: President and Chief Executive Officer

By: 
Name: Oded Ben-Ezer
Title: Secretary

HOBEEZONE, INC.

By: 
Name: Ronald Brawer
Title: President and Chief Executive Officer

By: 
Name: Sharon Anne Cohen
Title: Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

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PATENT
REEL: 029120 FRAME: 0950

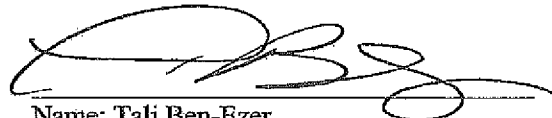
THE MAYA GROUP, INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Tali Ben-Ezer and Oded Ben-Ezer, and each of them, do hereby certify that:

1. They are the President and Secretary, respectively, of The Maya Group, Inc. a corporation organized under the laws of the State of California (the "Corporation").
2. The principal terms of the Agreement of Merger (the "Agreement") by and between the Corporation and Hobbezone, Inc., a corporation organized under the laws of the State of California ("Disappearing Company"), in the form attached hereto, was duly approved by the Board of Directors of the Corporation. Pursuant to the Agreement, among other things, Disappearing Company will merge with and into the Corporation with the Corporation as the surviving corporation (the "Merger").
3. The Corporation has one authorized class of shares designated common stock ("Common Stock"). The total number of outstanding shares of Common Stock of the Corporation entitled to vote on the Merger was 1,000 shares.
4. The principal terms of the Agreement were approved by the sole shareholder of the Corporation by the vote of a number of the shares of Common 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 capital stock of the Corporation was a majority of the then outstanding shares of Common Stock.

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 of their own knowledge. Executed at Los Angeles, California, on July 6, 2011.



Name: Tali Ben-Ezer
Title: President and Chief Executive Officer



Name: Oded Ben-Ezer
Title: Secretary

HOBEEZONE, INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

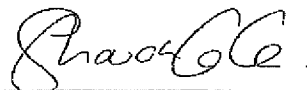
The undersigned, Ronald Brawer and Sharon Anne Cohen, and each of them, do hereby certify that:

1. They are the President and Secretary, respectively, of Hobbeezone, Inc. a corporation organized under the laws of the State of California (the "Disappearing Corporation").
2. The principal terms of the Agreement of Merger (the "Agreement") by and between the Disappearing Company and The Maya Group, Inc., a corporation organized under the laws of the State of California ("Surviving Company"), in the form attached hereto, was duly approved by the Board of Directors of the Disappearing Company. Pursuant to the Agreement, among other things, Disappearing Company will merge with and into the Surviving Company with the Surviving Company as the surviving corporation (the "Merger").
3. The Disappearing Company has one authorized class of shares designated common stock ("Common Stock"). The total number of outstanding shares of Common Stock of the Disappearing Company entitled to vote on the Merger was 1,000 shares.
4. The principal terms of the Agreement were approved by the shareholders of the Disappearing Company by the vote of a number of the shares of Common Stock of the Disappearing Company which equaled or exceeded the vote required. The percentage vote required to approve the principal terms of the Agreement for the capital stock of the Disappearing Company was a majority of the then outstanding shares of Common Stock.

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 of their own knowledge. Executed at Los Angeles, California, on July 6, 2011.



Name: Ronald Brawer
Title: President and Chief Executive Officer



Name: Sharon Anne Cohen
Title: Secretary



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

NOV 09 2011

Date: _____


DEBRA BOWEN, Secretary of State