

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2719642

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	MERGER						
EFFECTIVE DATE:	12/01/2013						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>PACIFIC PURE-AID COMPANY</td> <td>12/01/2013</td> </tr> </tbody> </table>		Name	Execution Date	PACIFIC PURE-AID COMPANY	12/01/2013		
Name	Execution Date						
PACIFIC PURE-AID COMPANY	12/01/2013						
RECEIVING PARTY DATA							
Name:	DIANA NATURALS, INC.						
Street Address:	1702 ESKA WAY						
City:	SILVERTON						
State/Country:	OREGON						
Postal Code:	97381						
PROPERTY NUMBERS Total: 2							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>8545919</td> </tr> <tr> <td>Application Number:</td> <td>11700009</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	8545919	Application Number:	11700009
Property Type	Number						
Patent Number:	8545919						
Application Number:	11700009						
CORRESPONDENCE DATA							
Fax Number:	(703)685-0573						
Phone:	703-521-2297						
Email:	lbain@young-thompson.com						
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
Correspondent Name:	ANDREW J. PATCH						
Address Line 1:	209 MADISON STREET						
Address Line 2:	SUITE 500						
Address Line 4:	ALEXANDRIA, VIRGINIA 22314						
ATTORNEY DOCKET NUMBER:	0599-1043 AND 1043-1						
NAME OF SUBMITTER:	BENOIT CASTEL						
Signature:	/BENOIT CASTEL/						

PATENT

Date:

02/10/2014

Total Attachments: 26

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Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503)986-2200
www.filinginoregon.com

DIANA NATURALS, INC.
1702 ESKA WAY
SILVERTON OR 97381

Acknowledgement Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

Document ARTICLES OF MERGER	Filed On 11/22/2013	Effective Date 12/01/2013	
Name of Survivor PACIFIC PURE-AID COMPANY	Reg. No. 120961-11	Type DOM BUS CORP	Juris OR
Survivor New Name DIANA NATURALS, INC.			
Name(s) of Non Survivor(s) DIANA NATURALS, INC.	Reg. No.	Type	Juris DE



Articles of Merger - Multi Entity Merger

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - http://www.FilingInOregon.com - Phone: (503) 986-2200

FILED

NOV 22 2013

OREGON SECRETARY OF STATE

SURVIVOR
REGISTRY NUMBER: 120961-11

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

NAME:	TYPE:	REGISTRY NUMBER:
Pacific Pure-Aid Company	OR Corporation	OR 120961-11
Diana Naturals, Inc.	DE Corporation	DE 2756783

2) NAME AND TYPE OF THE SURVIVING ENTITY: Diana Naturals, Inc. - Oregon Corporation

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED. See ORS 60.481(2)

4) THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER:

A copy of the vote required by each entity is attached.

OR:

Shareholder approval was not required.

5) EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

JEAN-YVES PARISOT

Title:

President

The Merger shall be effective on December 1, 2013.

CONTACT NAME: (To resolve questions with this filing.)

Jay Brody c/o K&L Gates LLP

PHONE NUMBER: (Include area code.)

503-228-3200

FEEES

Nonprofit Required Processing Fee	\$50
Domestic Acquiring Entity Required Processing Fee	\$100
Foreign Acquiring Entity Required Processing Fee	\$275

Processing Fees are nonrefundable. Please make check payable to "Corporation Division." Free copies are available at FilingInOregon.com using the Business Name Search program.

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") is made and entered into as of November 22, 2013, by and among Diana Naturals, Inc., a Delaware corporation ("**Diana Naturals**") and Pacific Pure-Aid Company, an Oregon corporation ("**PPA**" and collectively with Diana Naturals, the "**Parties**").

RECITALS

WHEREAS, Diana Naturals and PPA are wholly owned subsidiaries of Diana Naturals SAS, a company organized under the laws of the Republic of France ("**Diana France**");

WHEREAS, Diana France wishes to restructure its subsidiary structure (the "**Reorganization**") to take advantage of commercial and corporate advantages;

WHEREAS, the Board of Directors and shareholder of Diana Naturals and the Board of Directors and shareholder of PPA have each approved, and declared it advisable and in the best interest of each Party, to enter into this Agreement in connection with the Reorganization, to provide for the Merger of Diana Naturals with and into PPA such that following the effectiveness of the Merger, PPA shall be the surviving entity subject to and in accordance with the laws of the State of Oregon and the State of Delaware.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. The Merger. At the Effective Time (as defined below), in accordance with this Agreement, the provisions of the General Corporation Law of the State of Delaware, and the provisions the Oregon Business Corporation Act, Diana Naturals shall be merged with and into PPA, the separate corporate existence of Diana Naturals shall cease, and PPA shall continue as the surviving entity (the "**Merger**").

2. Effect of the Merger.

(a) Except as herein otherwise specifically set forth, from and after the Effective Time PPA shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of Diana Naturals and PPA. All the rights, privileges, powers and franchises of Diana Naturals, and all property, real, personal and mixed of Diana Naturals, and all debts due on whatever account to it, and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in PPA without further act or deed; and all such property, rights, privileges, immunities and franchises, and all and every other interest of Diana Naturals shall be thereafter as effectually the property of PPA as they were of Diana Naturals.

(b) From and after the Effective Time, PPA shall continue to be subject to all the duties and liabilities of a corporation organized under the laws of the State of Oregon and shall be liable and responsible for all the liabilities and obligations of Diana Naturals and PPA. The rights of the creditors of Diana Naturals and PPA, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by the Merger. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers,

franchises, rights immunities and liabilities of PPA shall continue unaffected and unimpaired by the Merger.

3. **Name Change.** The name of PPA following the Merger shall be changed to "Diana Naturals, Inc."

4. **Effective Time.** The Merger shall be effective at the time specified on the Certificate of Merger filed with the Secretary of State of the State of Oregon, which filing shall be made as soon as practicable. The time of such effectiveness shall herein be referred to as the "**Effective Time**." Prior to the Effective Time, Diana Naturals and PPA shall take all such action as shall be necessary or appropriate in order to effect the Merger. If at any time after the Effective Time, PPA shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, PPA full title to all of the property, assets, rights, privileges and franchises of Diana Naturals and PPA, or either of them, the officers and directors of Diana Naturals and PPA shall execute and deliver all such instruments and take all such further actions as PPA may determine to be necessary or desirable in order to vest in and confirm to PPA title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

5. **Securities.** Upon the Effective Time and by virtue of the Merger and without any action on the part of Diana Naturals or PPA, or its respective shareholders, all of the shares of stock of Diana Naturals that were issued and outstanding prior to the Effective Time shall be terminated. Upon the Effective Time, by virtue of the Merger and without any action on the part of Diana Naturals or PPA, or its respective shareholders, all of the shares of stock of PPA issued and outstanding immediately prior thereto shall remain issued and outstanding.

6. **Articles of Incorporation.** The Articles of Incorporation of PPA as in effect at the Effective Time shall continue to be the Articles of Incorporation of PPA, as the surviving entity, until duly amended or restated in accordance with the provisions thereof and applicable law.

7. **Bylaws.** The Bylaws of PPA as in effect at the Effective Time shall continue to be the Bylaws of PPA, as the surviving entity, until duly amended or restated in accordance with the provisions thereof and applicable law.

8. **Officers and Directors.** The directors and the officers of PPA as of the Effective Time shall continue in office, without change, until the expiration of their respective terms of office or until their successors are duly elected and/or appointed.

9. **Tax Matters.** For federal income tax purposes, each of Diana Naturals and PPA intend that the Merger qualify as a tax-free "reorganization" within the meaning of Section 368(a)(1)(A) and Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations thereunder, that this Agreement constitute a "plan of reorganization" as defined under Treasury Regulation Section 1.368-2, and that Diana Naturals and PPA each qualify as a "party to a reorganization" under Code Section 368(b).

10. **Further Actions.** Each of Diana Naturals and PPA will take, and cause their affiliates to take, all such reasonable and lawful actions from time to time as may be necessary or appropriate in order to effectuate the Merger contemplated hereby as promptly as possible. The Board of Directors and the proper officers of Diana Naturals and of PPA, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger herein provided for.

11. Shareholder Approval. The Merger shall be authorized in the manner prescribed by the laws of Delaware and Oregon, and the Agreement herein made and approved shall be submitted to the shareholders of Diana Naturals and PPA for their approval or rejection in the manner prescribed by the provisions of the Delaware General Corporation Law and the Oregon Business Corporation Act, respectively.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

13. Abandonment. This Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Diana Naturals or the Board of Directors of PPA at any time prior to the Effective Time, notwithstanding approval of this Agreement by the sole shareholder of Diana Naturals and the sole shareholder of PPA.


14. Amendment. This Agreement may be amended by the Board of Directors of Diana Naturals and the Board of Directors of PPA at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Agreement by the sole shareholder of Diana Naturals or the sole shareholder of PPA shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of equity of any Party.

15. Counterparts and Facsimile Signature. 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. This Agreement may be executed by facsimile signature.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the day and year first above written.

DIANA NATURALS, INC.

By: 
Name: JEAN-YVES PARISOT
Title: PRESIDENT

PACIFIC PURE-AID COMPANY

By: 
Name: JEAN-YVES PARISOT
Title: PRESIDENT

PACIFIC PURE-AID COMPANY
WRITTEN CONSENT OF THE SOLE SHAREHOLDER
IN LIEU OF A SPECIAL MEETING

November 22, 2013

The undersigned, being the sole shareholder of Pacific Pure-Aid Company, an Oregon corporation (the "**Corporation**"), does hereby adopt, pursuant to the Oregon Business Corporation Act and the Corporation's Bylaws, the actions provided for herein and does hereby adopt the following recitals and resolutions and does hereby direct that this written consent be filed with the minutes of the proceedings of the Corporation. This Consent shall have the same effect as if the actions described above had been approved at a duly noticed and lawfully held member meeting.

Approval of Merger

WHEREAS, the Corporation is a wholly-owned subsidiary of Diana Naturals SAS, a company organized under the laws of France ("**Diana SAS**");

WHEREAS, the Board of Directors of the Corporation (the "**Board**") has determined it to be in the best interests of the Corporation to merge Diana Naturals, Inc., a Delaware corporation and another wholly owned subsidiary of Diana SAS ("**DNI**"), with and into the Corporation, and has submitted the Agreement and Plan of Merger (the "**Merger Agreement**") between DNI and the Corporation to the Shareholder for its approval;

NOW, THEREFORE, BE IT RESOLVED, that the merger of DNI with and into the Corporation is hereby approved;

RESOLVED FURTHER that the forms, terms, and provisions of the Merger Agreement, in substantially the form presented to the undersigned by the Board and attached hereto as Exhibit A, together with such revisions as the appropriate officers of the Corporation may deem necessary or advisable in their discretion on behalf of the Corporation, are hereby approved; and

RESOLVED FURTHER that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, on behalf of the Corporation, to execute and file Articles of Merger with the Secretary of State of the state of Oregon, in substantially the form attached hereto as Exhibit B, and a Certificate of Merger with the Secretary of State of the state of Delaware, in substantially the form attached hereto as Exhibit C, together with such revisions as the appropriate officers of the Corporation may deem necessary or advisable in their discretion on behalf of the Corporation, and to take all other actions as may be necessary and proper to effectuate the intent and purpose of these resolutions.

General Authority

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, on behalf and in the name of the Corporation, to prepare or cause to be prepared and to execute, deliver, verify, acknowledge, file or record any documents, instruments, certificates, statements, papers, or any amendments thereto, as may be deemed necessary or advisable in order to effectuate the transactions contemplated by the actions approved herein, and to take such further steps and do all such further acts or things as shall be necessary or desirable to carry out the transactions contemplated by the foregoing resolutions, and to pay all such fees and expenses, which shall in such officer's judgment be necessary, proper or advisable; and

RESOLVED FURTHER, that in order to carry out fully the intent and effectuate the purposes of the foregoing resolutions, each officer of the Corporation be, and hereby is, authorized and empowered to pay when due all fees and expenses which they deem to be necessary, advisable or appropriate in connection with the transactions contemplated by the Merger Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Written Consent of the Sole Shareholder has been executed to be effective as of the date first written above.

Diana Naturals SAS

By: 

Name: JEAN-YVES PARROT

Title: PRESIDENT

EXHIBIT A

Plan of Merger

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") is made and entered into as of November 22, 2013, by and among Diana Naturals, Inc., a Delaware corporation ("**Diana Naturals**") and Pacific Pure-Aid Company, an Oregon corporation ("**PPA**" and collectively with Diana Naturals, the "**Parties**").

RECITALS

WHEREAS, Diana Naturals and PPA are wholly owned subsidiaries of Diana Naturals SAS, a company organized under the laws of the Republic of France ("**Diana France**");

WHEREAS, Diana France wishes to restructure its subsidiary structure (the "**Reorganization**") to take advantage of commercial and corporate advantages;

WHEREAS, the Board of Directors and shareholder of Diana Naturals and the Board of Directors and shareholder of PPA have each approved, and declared it advisable and in the best interest of each Party, to enter into this Agreement in connection with the Reorganization, to provide for the Merger of Diana Naturals with and into PPA such that following the effectiveness of the Merger, PPA shall be the surviving entity subject to and in accordance with the laws of the State of Oregon and the State of Delaware.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **The Merger.** At the Effective Time (as defined below), in accordance with this Agreement, the provisions of the General Corporation Law of the State of Delaware, and the provisions the Oregon Business Corporation Act, Diana Naturals shall be merged with and into PPA, the separate corporate existence of Diana Naturals shall cease, and PPA shall continue as the surviving entity (the "**Merger**").

2. **Effect of the Merger.**

(a) Except as herein otherwise specifically set forth, from and after the Effective Time PPA shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of Diana Naturals and PPA. All the rights, privileges, powers and franchises of Diana Naturals, and all property, real, personal and mixed of Diana Naturals, and all debts due on whatever account to it, and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in PPA without further act or deed; and all such property, rights, privileges, immunities and franchises, and all and every other interest of Diana Naturals shall be thereafter as effectually the property of PPA as they were of Diana Naturals.

(b) From and after the Effective Time, PPA shall continue to be subject to all the duties and liabilities of a corporation organized under the laws of the State of Oregon and shall be liable and responsible for all the liabilities and obligations of Diana Naturals and PPA. The rights of the creditors of Diana Naturals and PPA, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by the Merger. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers,

franchises, rights immunities and liabilities of PPA shall continue unaffected and unimpaired by the Merger.

3. **Name Change.** The name of PPA following the Merger shall be changed to "Diana Naturals, Inc."

4. **Effective Time.** The Merger shall be effective at the time specified on the Certificate of Merger filed with the Secretary of State of the State of Oregon, which filing shall be made as soon as practicable. The time of such effectiveness shall herein be referred to as the "**Effective Time**." Prior to the Effective Time, Diana Naturals and PPA shall take all such action as shall be necessary or appropriate in order to effect the Merger. If at any time after the Effective Time, PPA shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, PPA full title to all of the property, assets, rights, privileges and franchises of Diana Naturals and PPA, or either of them, the officers and directors of Diana Naturals and PPA shall execute and deliver all such instruments and take all such further actions as PPA may determine to be necessary or desirable in order to vest in and confirm to PPA title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

5. **Securities.** Upon the Effective Time and by virtue of the Merger and without any action on the part of Diana Naturals or PPA, or its respective shareholders, all of the shares of stock of Diana Naturals that were issued and outstanding prior to the Effective Time shall be terminated. Upon the Effective Time, by virtue of the Merger and without any action on the part of Diana Naturals or PPA, or its respective shareholders, all of the shares of stock of PPA issued and outstanding immediately prior thereto shall remain issued and outstanding.

6. **Articles of Incorporation.** The Articles of Incorporation of PPA as in effect at the Effective Time shall continue to be the Articles of Incorporation of PPA, as the surviving entity, until duly amended or restated in accordance with the provisions thereof and applicable law.

7. **Bylaws.** The Bylaws of PPA as in effect at the Effective Time shall continue to be the Bylaws of PPA, as the surviving entity, until duly amended or restated in accordance with the provisions thereof and applicable law.

8. **Officers and Directors.** The directors and the officers of PPA as of the Effective Time shall continue in office, without change, until the expiration of their respective terms of office or until their successors are duly elected and/or appointed.

9. **Tax Matters.** For federal income tax purposes, each of Diana Naturals and PPA intend that the Merger qualify as a tax-free "reorganization" within the meaning of Section 368(a)(1)(A) and Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations thereunder, that this Agreement constitute a "plan of reorganization" as defined under Treasury Regulation Section 1.368-2, and that Diana Naturals and PPA each qualify as a "party to a reorganization" under Code Section 368(b).

10. **Further Actions.** Each of Diana Naturals and PPA will take, and cause their affiliates to take, all such reasonable and lawful actions from time to time as may be necessary or appropriate in order to effectuate the Merger contemplated hereby as promptly as possible. The Board of Directors and the proper officers of Diana Naturals and of PPA, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger herein provided for.

11. Shareholder Approval. The Merger shall be authorized in the manner prescribed by the laws of Delaware and Oregon, and the Agreement herein made and approved shall be submitted to the shareholders of Diana Naturals and PPA for their approval or rejection in the manner prescribed by the provisions of the Delaware General Corporation Law and the Oregon Business Corporation Act, respectively.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

13. Abandonment. This Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Diana Naturals or the Board of Directors of PPA at any time prior to the Effective Time, notwithstanding approval of this Agreement by the sole shareholder of Diana Naturals and the sole shareholder of PPA.

14. Amendment. This Agreement may be amended by the Board of Directors of Diana Naturals and the Board of Directors of PPA at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Agreement by the sole shareholder of Diana Naturals or the sole shareholder of PPA shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of equity of any Party.

15. Counterparts and Facsimile Signature. 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. This Agreement may be executed by facsimile signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the day and year first above written.

DIANA NATURALS, INC.

By: _____
Name:
Title:

PACIFIC PURE-AID COMPANY

By: _____
Name:
Title:

EXHIBIT B

Oregon Articles of Merger



Articles of Merger - Multi Entity Merger

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - http://www.FilingInOregon.com - Phone: (503) 986-2200

SURVIVOR
REGISTRY NUMBER: 120961-11

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

Table with 3 columns: NAME, TYPE, and REGISTRY NUMBER. Rows include Pacific Pure-Aid Company (OR Corporation, OR 120961-11) and Diana Naturals, Inc. (DE Corporation, DE 2756783).

2) NAME AND TYPE OF THE SURVIVING ENTITY: Diana Naturals, Inc. - Oregon Corporation

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED. See ORS 60.481(2)

4) THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER:

A copy of the vote required by each entity is attached.

OR:

Shareholder approval was not required.

5) EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

Title:

The Merger shall be effective on December 1, 2013.

CONTACT NAME: (To resolve questions with this filing.)

PHONE NUMBER: (Include area code.)

FEES

Table listing fees: Nonprofit Required Processing Fee \$50, Domestic Acquiring Entity Required Processing Fee \$100, Foreign Acquiring Entity Required Processing Fee \$275.

Processing Fees are nonrefundable. Please make check payable to "Corporation Division." Free copies are available at FilingInOregon.com, using the Business Name Search program.

EXHIBIT C

Delaware Certificate of Merger

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the _____ day of _____, A.D.,
_____.

By: _____
Authorized Officer

Name: _____
Print or Type

Title: _____

DIANA NATURALS, INC.

WRITTEN CONSENT OF THE SOLE STOCKHOLDER
IN LIEU OF A SPECIAL MEETING

November 22, 2013

The undersigned, being the sole stockholder of Diana Naturals, Inc., a Delaware corporation (the "**Corporation**"), does hereby adopt, pursuant to the Delaware General Corporate Law and the Corporation's Bylaws, the actions provided for herein and does hereby adopt the following recitals and resolutions and does hereby direct that this written consent be filed with the minutes of the proceedings of the Corporation. This Consent shall have the same effect as if the actions described above had been approved at a duly noticed and lawfully held stockholder meeting.

Approval of Merger

WHEREAS, the Corporation is a wholly-owned subsidiary of Diana Naturals SAS, a company organized under the laws of France ("**Diana SAS**");

WHEREAS, the Board of Directors of the Corporation (the "**Board**") has determined it to be in the best interests of the Corporation to merge the Corporation with and into Pacific Pure-Aid Company ("**PPA**"), an Oregon corporation and another wholly-owned subsidiary of Diana SAS, and has submitted the Agreement and Plan of Merger (the "**Merger Agreement**") between PPA and the Corporation to the Stockholder for its approval;

NOW, THEREFORE, BE IT RESOLVED, that the merger of the Corporation with and into PPA is hereby approved; and

RESOLVED FURTHER that the forms, terms, and provisions of the Merger Agreement, in substantially the form presented to the undersigned by the Board and attached hereto as Exhibit A, together with such revisions as the appropriate officers of the Corporation may deem necessary or advisable in their discretion on behalf of the Corporation, are hereby approved.

General Authority

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, on behalf and in the name of the Corporation, to prepare or cause to be prepared and to execute, deliver, verify, acknowledge, file or record any documents, instruments, certificates, statements, papers, or any amendments thereto, as may be deemed necessary or advisable in order to effectuate the transactions contemplated by the actions approved herein, and to take such further steps and do all such further acts or things as shall be necessary or desirable to carry out the transactions contemplated by the foregoing resolutions, and to pay all such fees and expenses, which shall in such officer's judgment be necessary, proper or advisable; and

RESOLVED FURTHER, that in order to carry out fully the intent and effectuate the purposes of the foregoing resolutions, each officer of the Corporation be, and hereby is, authorized and empowered to pay when due all fees and expenses which they deem to be necessary, advisable or appropriate in connection with the transactions contemplated by the Merger Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Written Consent of the Sole Stockholder has been executed to be effective as of the date first written above.

Diana Naturals SAS

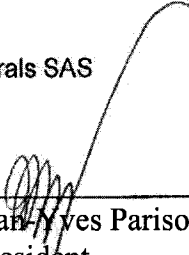
By: 
Name: Jean-Yves Parisot
Title: President

EXHIBIT A

Merger Agreement

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") is made and entered into as of November 22, 2013, by and among Diana Naturals, Inc., a Delaware corporation ("**Diana Naturals**") and Pacific Pure-Aid Company, an Oregon corporation ("**PPA**" and collectively with Diana Naturals, the "**Parties**").

RECITALS

WHEREAS, Diana Naturals and PPA are wholly owned subsidiaries of Diana Naturals SAS, a company organized under the laws of the Republic of France ("**Diana France**");

WHEREAS, Diana France wishes to restructure its subsidiary structure (the "**Reorganization**") to take advantage of commercial and corporate advantages;

WHEREAS, the Board of Directors and shareholder of Diana Naturals and the Board of Directors and shareholder of PPA have each approved, and declared it advisable and in the best interest of each Party, to enter into this Agreement in connection with the Reorganization, to provide for the Merger of Diana Naturals with and into PPA such that following the effectiveness of the Merger, PPA shall be the surviving entity subject to and in accordance with the laws of the State of Oregon and the State of Delaware.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **The Merger.** At the Effective Time (as defined below), in accordance with this Agreement, the provisions of the General Corporation Law of the State of Delaware, and the provisions the Oregon Business Corporation Act, Diana Naturals shall be merged with and into PPA, the separate corporate existence of Diana Naturals shall cease, and PPA shall continue as the surviving entity (the "**Merger**").

2. **Effect of the Merger.**

(a) Except as herein otherwise specifically set forth, from and after the Effective Time PPA shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of Diana Naturals and PPA. All the rights, privileges, powers and franchises of Diana Naturals, and all property, real, personal and mixed of Diana Naturals, and all debts due on whatever account to it, and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in PPA without further act or deed; and all such property, rights, privileges, immunities and franchises, and all and every other interest of Diana Naturals shall be thereafter as effectually the property of PPA as they were of Diana Naturals.

(b) From and after the Effective Time, PPA shall continue to be subject to all the duties and liabilities of a corporation organized under the laws of the State of Oregon and shall be liable and responsible for all the liabilities and obligations of Diana Naturals and PPA. The rights of the creditors of Diana Naturals and PPA, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by the Merger. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers,

franchises, rights immunities and liabilities of PPA shall continue unaffected and unimpaired by the Merger.

3. **Name Change.** The name of PPA following the Merger shall be changed to "Diana Naturals, Inc."

4. **Effective Time.** The Merger shall be effective at the time specified on the Certificate of Merger filed with the Secretary of State of the State of Oregon, which filing shall be made as soon as practicable. The time of such effectiveness shall herein be referred to as the "**Effective Time**." Prior to the Effective Time, Diana Naturals and PPA shall take all such action as shall be necessary or appropriate in order to effect the Merger. If at any time after the Effective Time, PPA shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, PPA full title to all of the property, assets, rights, privileges and franchises of Diana Naturals and PPA, or either of them, the officers and directors of Diana Naturals and PPA shall execute and deliver all such instruments and take all such further actions as PPA may determine to be necessary or desirable in order to vest in and confirm to PPA title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

5. **Securities.** Upon the Effective Time and by virtue of the Merger and without any action on the part of Diana Naturals or PPA, or its respective shareholders, all of the shares of stock of Diana Naturals that were issued and outstanding prior to the Effective Time shall be terminated. Upon the Effective Time, by virtue of the Merger and without any action on the part of Diana Naturals or PPA, or its respective shareholders, all of the shares of stock of PPA issued and outstanding immediately prior thereto shall remain issued and outstanding.

6. **Articles of Incorporation.** The Articles of Incorporation of PPA as in effect at the Effective Time shall continue to be the Articles of Incorporation of PPA, as the surviving entity, until duly amended or restated in accordance with the provisions thereof and applicable law.

7. **Bylaws.** The Bylaws of PPA as in effect at the Effective Time shall continue to be the Bylaws of PPA, as the surviving entity, until duly amended or restated in accordance with the provisions thereof and applicable law.

8. **Officers and Directors.** The directors and the officers of PPA as of the Effective Time shall continue in office, without change, until the expiration of their respective terms of office or until their successors are duly elected and/or appointed.

9. **Tax Matters.** For federal income tax purposes, each of Diana Naturals and PPA intend that the Merger qualify as a tax-free "reorganization" within the meaning of Section 368(a)(1)(A) and Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations thereunder, that this Agreement constitute a "plan of reorganization" as defined under Treasury Regulation Section 1.368-2, and that Diana Naturals and PPA each qualify as a "party to a reorganization" under Code Section 368(b).

10. **Further Actions.** Each of Diana Naturals and PPA will take, and cause their affiliates to take, all such reasonable and lawful actions from time to time as may be necessary or appropriate in order to effectuate the Merger contemplated hereby as promptly as possible. The Board of Directors and the proper officers of Diana Naturals and of PPA, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger herein provided for.

11. Shareholder Approval. The Merger shall be authorized in the manner prescribed by the laws of Delaware and Oregon, and the Agreement herein made and approved shall be submitted to the shareholders of Diana Naturals and PPA for their approval or rejection in the manner prescribed by the provisions of the Delaware General Corporation Law and the Oregon Business Corporation Act, respectively.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

13. Abandonment. This Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Diana Naturals or the Board of Directors of PPA at any time prior to the Effective Time, notwithstanding approval of this Agreement by the sole shareholder of Diana Naturals and the sole shareholder of PPA.

14. Amendment. This Agreement may be amended by the Board of Directors of Diana Naturals and the Board of Directors of PPA at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Agreement by the sole shareholder of Diana Naturals or the sole shareholder of PPA shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of equity of any Party.

15. Counterparts and Facsimile Signature. 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. This Agreement may be executed by facsimile signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the day and year first above written.

DIANA NATURALS, INC.

By: _____
Name:
Title:

PACIFIC PURE-AID COMPANY

By: _____
Name:
Title: