

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2927377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	02/25/2014		
CONVEYING PARTY DATA			
Name			Execution Date
CLIPP-AID LLC			02/25/2014
RECEIVING PARTY DATA			
Name:	CLIPP-AID MERGECO, LLC		
Street Address:	459 SUNSET ROAD		
City:	WINNETKA		
State/Country:	ILLINOIS		
Postal Code:	60093		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	13438913		
Application Number:	13906422		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ldavis@cdfslaw.com		
Correspondent Name:	CARTER, DELUCA, FARRELL & SCHMIDT LLP		
Address Line 1:	445 BROADHOLLOW ROAD		
Address Line 2:	SUITE 420		
Address Line 4:	MELVILLE, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	1959-4 CIP		
NAME OF SUBMITTER:	PINA M. CAMPAGNA		
SIGNATURE:	/pina m. campagna/		
DATE SIGNED:	07/07/2014		
Total Attachments: 5			
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PATENT

ARTICLES OF MERGER
OF
CLIPP-AID LLC
AND
CLIPP-AID MERGECO, LLC

To the Secretary of State
State of Georgia

Pursuant to the provisions of the Georgia Business Corporation Code, the domestic limited liability company and the foreign limited liability company herein named do hereby adopt the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Clipp-Aid LLC, a limited liability company formed under the laws of the State of Georgia with and into Clipp-Aid Mergeco, LLC, a limited liability company formed under the laws of the State of Delaware, adopted by unanimous written consent of the Members of Clipp-Aid LLC on February 25, 2014, and adopted by unanimous written consent of the Members of Clipp-Aid Mergeco, LLC on February 25, 2014. Both of these LLCs are member-managed.

2. The merger was duly approved by the equity holders of Clipp-Aid LLC.

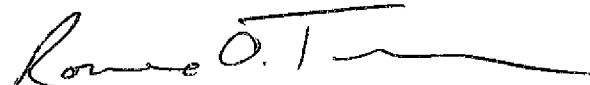
3. The merger of Clipp-Aid LLC with and into Clipp-Aid Mergeco, LLC is permitted by the laws of Delaware, the jurisdiction of organization Clipp-Aid Mergeco, LLC, and has been authorized in compliance with said laws.

4. This Article constitutes an undertaking by the limited liability company that the request for publication of a notice of filing these Articles of Merger and payment therefor will be made as required by subsection (b) of Section 14-2-1105.1 of the Georgia Business Corporation Code.


5. The merger herein provided for shall take effect in the State of Georgia upon filing hereof.

Executed on February 25, 2014

CLIPP-AID LLC

By: 
Name: Romeo O. Turner
Title: President and Member

CLIPP-AID MERGECO, LLC

By: 
Name: Wubendanchi T. Mitchell
Title: Co-President, Secretary and Member

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT and plan of merger (this "Agreement") is entered into by and between Clipp-Aid Mergeco, LLC, a Delaware limited liability company (the "Company"), and Clipp-Aid LLC, a Georgia limited liability company (the "Target"), as of February 25, 2014. In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Merger.

1.1 Surviving Entity. Upon the time of filing (the "Effective Time") of the Certificate of Merger of the Company with the Secretary of State of the State of Delaware pursuant to Delaware Limited Liability Company Act, Section 18-209 and the simultaneous filing of Articles of Merger of Target with the Secretary of State of Georgia pursuant to Section 14-11-901-905 (the "Georgia Laws"):

- (a) Target shall be merged with and into the Company (the "Merger") in accordance with the Delaware Limited Liability Company Act, Section 18-209 and Georgia Laws,
- (b) The Company shall be the surviving entity of the Merger, and the name of the surviving Entity shall be Clipp-Aid LLC, (hereinafter sometimes called the "Surviving Entity"),
- (c) The identity, existence, rights, privileges, powers, franchises, properties and assets of Target shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Entity, and
- (d) The identity and separate existence of Target shall cease, and all of the rights, privileges, powers, franchises, properties and assets of Target shall be vested in the Surviving Entity.

1.2 Operating Agreement, Members, Manager and Officers. From and after the Effective time until amended as provided by law, the LLC Operating Agreement, as amended, of the Company shall be the Operating Agreement of the Surviving Entity, and the managers and any officers of the Company in office immediately prior to the Effective Time shall become the managers and officers of the Surviving Entity as of the Effective Time.

1.3 Ownership Conversion. At the Effective Time each unit of Membership Interest of Target outstanding immediately prior to the effective Time shall, by virtue of the Merger and without any additional action on the part of Target or the Company shall be exchanged for ownership in the Company as set forth on Schedule A hereto; and all of the Membership Interest of the Company shall be as set forth on Schedule A.

2. General.

2.1 Condition to the Merger. The Merger shall have been duly authorized by both the Company and Target prior to the filing of the Certificate of Merger with the Secretary of State of the states of Delaware and Georgia effecting the Merger.

2.3 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the vote of either the Members of the Company or the Members of Target. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, directors, managers, members or stockholders shall have any liability hereunder.

2.4 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

CLIPP-AID MERGECO, LLC

By: Wubendanchi T. Mitchell

Name: Wubendanchi T. Mitchell

Title: Co-President, Secretary and Member

CLIPP-AID LLC

By: R. O. Turner

Name: Romeo O. Turner

Title: President and Member

PATENT

REEL: 033250 FRAME: 0896

SCHEDULE A

SCHEDULE OF SHARE CONVERSION

MEMBER	MEMBERSHIP INTEREST IN TARGET	RESULTING INTEREST IN COMPANY
Romeo O. Turner	50%	50%
Wubendanchi T. Mitchell	50%	50%