

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3493718

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	09/24/2014	
CONVEYING PARTY DATA		
	Name	Execution Date
	OMNITRAIL, LLC	09/24/2014
RECEIVING PARTY DATA		
Name:	OMNITRAIL HOLDINGS INC.	
Street Address:	2025 GATEWAY PLACE	
Internal Address:	SUITE 315	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95110	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7853474	
CORRESPONDENCE DATA		
Fax Number:	(202)408-4400	
<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:	2024084000	
Email:	christopher.johns@finnegan.com	
Correspondent Name:	FINNEGAN & HENDERSON LLP	
Address Line 1:	901 NEW YORK AVENUE, NW	
Address Line 4:	WASHINGTON, D.C. 20001	
ATTORNEY DOCKET NUMBER:	12896.0006-00000	
NAME OF SUBMITTER:	CHRISTOPHER C. JOHNS	
SIGNATURE:	/CHRISTOPHER C. JOHNS/	
DATE SIGNED:	08/21/2015	
Total Attachments: 5		
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**PLAN OF REORGANIZATION
BY MERGER OF
OMNITRAIL, LLC
WITH AND INTO
OMNITRAIL HOLDINGS INC.**

This Agreement is made as of this 24th day of September, 2014 by and between **OmniTrail, LLC** a Delaware limited liability company ("**Disappearing Limited Liability Company**") and **OmniTrail Holdings Inc.**, a Delaware corporation ("**Surviving Corporation**"), which together are referred to as "Constituent Entities", agree as follows:

RECITALS

- A. Surviving Corporation and Disappearing Limited Liability Company are engaged in the same business activities.
- B. Surviving Corporation and Disappearing Limited Liability Company desire to merge on the terms and conditions set forth herein.
- C. Surviving Corporation will continue to engage in the same business activities after the merger to be effected as set forth in this Plan.

AGREEMENT

1. Merger. Pursuant to the provisions of Sections 264 of the Delaware General Corporation Law and Section 368(a)(1)(A) of the Internal Revenue Code, on the Effective Date (as defined below): Disappearing Limited Liability Company shall merge with and into Surviving Corporation; the corporate existence of Surviving Corporation shall continue; and the separate corporate existence of Disappearing Limited Liability Company shall cease. The corporate identity, existence, name, purposes, franchises, powers, rights and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger; and the company identity, existence, purposes, franchises, powers, rights and immunities of Disappearing Limited Liability Company shall be merged into Surviving Corporation which shall be fully vested therewith. Surviving Corporation shall be subject to all of the debts and liabilities of Disappearing Limited Liability Company as if Surviving Corporation had itself incurred them and all rights of creditors and all liens upon the property of each of Surviving Corporation and Disappearing Limited Liability Company shall be preserved unimpaired, provided that such liens, if any, upon the property of Disappearing Limited Liability Company shall be limited to the property affected thereby immediately prior to the Effective Date. The Surviving Corporation will carry on business with the assets of the Disappearing Limited Liability Company as well as with the assets of the Surviving Corporation.

2. Effective Date. For Delaware Corporation law purposes, the Effective Date of the merger shall be the date on which an Agreement of Merger, in compliance with the

provisions of the Delaware Corporations Code and containing the terms of agreement set forth herein, is filed with the Delaware Secretary of State.

3. Representations of Disappearing Limited Liability Company. The Disappearing Limited Liability Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to transact business as a foreign limited liability company and is in good standing in all jurisdictions in which its principal properties are located.

4. Representations of Surviving Corporation. Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located.

5. Capital Structure. The Surviving Corporation shall have one class of shares of stock, which shall be common stock of \$.0001 value.

6. Operation of Businesses Pending Consummation of Merger. Prior to the Effective Date, neither Surviving Corporation nor Disappearing Limited Liability Company shall, without the prior written approval of the other, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Plan.

7. Submission to Shareholders and Filing. This Plan or an Agreement of Merger not inconsistent with it shall be submitted to the shareholders of the Constituent Entities in the manner provided by the laws of the State of Delaware for approval. Upon approval of this Plan by the shareholders of the respective corporations, provided all required governmental approvals, permissions, and authorizations have been obtained, no governmental action affecting the merger shall have been taken or shall be threatened, and all conditions precedent to such filing shall have been satisfied, the Surviving Corporation shall promptly file an Agreement of Merger consistent with this Plan in the office of the Secretary of State of Delaware.

8. Expenses. If the merger is consummated, the Surviving Corporation shall pay all costs and expenses of the merger. If the merger is not consummated, each party hereto shall pay its own costs and expenses incident to the proposed merger.

9. Further Assurances. Disappearing Limited Liability Company shall from time to time upon request by Surviving Corporation execute and deliver all such documents and instruments and take all such action as the Surviving Corporation may request in order to vest or evidence the vesting in Surviving Corporation of title to and possession of all rights, properties, assets, and business of Disappearing Limited Liability Company, or otherwise to carry out the full intent and purpose of this Plan.

10. Shares of Constituent Entities.

(a) Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of the Surviving Corporation.

(b) Disappearing Limited Liability Company. On the Effective Date, each issued and outstanding membership interest of Disappearing Limited Liability Company shall be canceled and no shares of Surviving Corporation shall be issued in exchange therefore.

11. Directors and Officers of Survivor. The directors and officers of Surviving Corporation from and after the Effective Date (until changed in accordance with applicable law and the Articles of Incorporation and Bylaws of Surviving Corporation) shall be:

Shall Ullah	President
Noah Smith	Treasurer
Noah Smith	Secretary

12. Articles of Incorporation. The Articles of Incorporation and Bylaws of Surviving Corporation, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) its Articles of Incorporation and Bylaws, respectively.

13. Termination or Abandonment. This Plan may be terminated and the merger hereby provided for abandoned at any time prior to the Effective Date by the mutual consent of the Managing Member of Disappearing Limited Liability Company and the Boards of Directors of Surviving Corporation.

14. Other Provisions.

(a) Governing Law. This Plan shall be governed by the laws of the State of Delaware.

(b) Entire Agreement. This Agreement, together with any Agreement of Merger filed with the Secretary of State of Delaware in compliance with the Corporations Code of Delaware and consistent with this Plan, contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreement between them concerning the subject matter contained herein.

(c) Counterparts. This Plan may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute the one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SURVIVING CORPORATION

DISAPPEARING LIMITED LIABILITY
COMPANY

OmniTrail Holdings Inc.

OmniTrail, LLC



Shah Ullah, President



Shah Ullah, Managing Member

Noah Smith, Treasurer

Noah Smith, Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SURVIVING CORPORATION

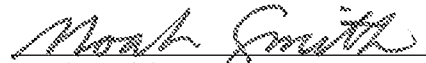
DISAPPEARING LIMITED LIABILITY
COMPANY

OmniTrail Holdings Inc.

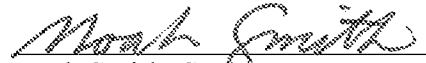
OmniTrail, LLC

Shah Ullah, President

Shah Ullah, Managing Member



Noah Smith, Treasurer



Noah Smith, Secretary