

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3495772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	09/24/2014
CONVEYING PARTY DATA	
Name	Execution Date
OMNITRAIL HOLDINGS INC.	09/24/2014
NEWLY MERGED ENTITY DATA	
Name	Execution Date
OMNITRAIL TECHNOLOGIES INC.	09/24/2014
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	OMNITRAIL TECHNOLOGIES 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:	7856372
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:	08/24/2015

Total Attachments: 5

source=Merger2#page1.tif

source=Merger2#page2.tif

source=Merger2#page3.tif

source=Merger2#page4.tif

source=Merger2#page5.tif

**PLAN OF REORGANIZATION
BY MERGER OF
OMNITRAIL TECHNOLOGIES INC.
WITH AND INTO
OMNITRAIL HOLDINGS INC.**

This Agreement is made as of this 24th day of September, 2014, by and between **OmniTrail Technologies Inc.**, a Delaware corporation ("**Disappearing Corporation**") and **OmniTrail Holdings Inc.**, a Delaware corporation, ("**Surviving Corporation**"), which together are referred to as "Constituent Corporations", agree as follows:

RECITALS

- A. Surviving Corporation and Disappearing Corporation are engaged in the same business activities.
- B. Surviving Corporation and Disappearing Corporation 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 251 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 Corporation shall merge with and into Surviving Corporation; the corporate existence of Surviving Corporation shall continue; and the separate corporate existence of Disappearing Corporation 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 corporate identity, existence, purposes, franchises, powers, rights and immunities of Disappearing Corporation 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 Corporation 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 Corporation shall be preserved unimpaired, provided that such liens, if any, upon the property of Disappearing Corporation 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 Corporation 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 Corporation. The Disappearing 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.

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 Corporation 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 Corporations 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 Corporation 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 Corporation, or otherwise to carry out the full intent and purpose of this Plan.

10. Shares of Constituent Corporations.

(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 Corporation. On the Effective Date, each issued and outstanding common share of Disappearing Corporation 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 First Article of the Articles of Incorporation of Surviving Corporation is amended to read:

“The name of the corporation is: OmniTrail Technologies Inc.”

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

14. 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 respective Boards of Directors of Disappearing Corporation and Surviving Corporation.

15. 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 CORPORATION

OmniTrail Holdings Inc.,

OmniTrail Technologies Inc.,



Shah Ullah, President

Shah Ullah, President

Noah Smith, Treasurer

Noah Smith, Treasurer

Noah Smith, Secretary

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 CORPORATION

OmniTrail Holdings Inc.,


OmniTrail Technologies Inc.,

Shah Ullah, President

Shah Ullah, President



Noah Smith, Treasurer



Noah Smith, Treasurer



Noah Smith, Secretary



Noah Smith, Secretary