

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3696058

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2014
CONVEYING PARTY DATA	
Name	Execution Date
NITO LLC	01/01/2014
RECEIVING PARTY DATA	
Name:	NITO INC.
Street Address:	111 JOHN STREET, SUITE 2505
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10038
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14213347
CORRESPONDENCE DATA	
Fax Number:	(802)862-7512
<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:	802-863-2375
Email:	patip@drm.com
Correspondent Name:	THOMAS D. KOHLER
Address Line 1:	199 MAIN STREET, P.O. BOX 190
Address Line 4:	BURLINGTON, VERMONT 05402
ATTORNEY DOCKET NUMBER:	14776-002USU1
NAME OF SUBMITTER:	THOMAS D. KOHLER
SIGNATURE:	/Thomas D. Kohler/
DATE SIGNED:	01/14/2016
Total Attachments: 4	
source=Merger_NitoLLC2NitoInc#page1.tif	
source=Merger_NitoLLC2NitoInc#page2.tif	
source=Merger_NitoLLC2NitoInc#page3.tif	
source=Merger_NitoLLC2NitoInc#page4.tif	

**AGREEMENT AND PLAN OF MERGER
OF
NITO LLC,**

a New York limited liability company

WITH AND INTO

NITO, INC.,

a Delaware corporation

Dated as of: January 1 (12am),

2014

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the date set forth above, by and between **Nito LLC**, a New York limited liability company ("Merged Entity"), and **Nito, Inc.**, a corporation organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH

WHEREAS, the Sole Member of the Merged Entity and the Board of Directors of the Company deem it advisable and in the best interests of the Merged Entity and the Surviving Corporation that the Merged Entity be merged with and into the Company under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the New York Limited Liability Company Law ("NYLLCL") and the Delaware General Corporation Law ("DGCL").

NOW, THEREFORE, the Merged Entity and the Company, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree as follows:

**ARTICLE I
MERGER**

Section 1.1 At the Effective Time (as defined below), the Merged Entity shall be merged with and into the Company in accordance with the NYLLCL and the DGCL (the "Merger"), whereupon the separate existence of the Merged Entity shall cease, and the Company shall be the surviving entity of the Merger (the "Surviving Corporation") and shall succeed to all of the rights, obligations, assets, and liabilities of the Merged Entity, as provided by applicable law. The Company will prepare and execute a certificate of merger (the "DE Certificate") and deliver it to the Secretary of State of the State of Delaware for filing in accordance with the DGCL. The Merged Entity will prepare and execute a certificate of merger (the "New York Certificate") and deliver them to the New York Department of State for filing in accordance with the NYLLCL. The Merger shall be effective immediately upon the last to occur of the filing of the New York Certificate with the New York Department of State and the filing of the DE Certificate with the Secretary of State of the State of Delaware (the "Effective Time").

Section 1.2 The existing Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the Surviving Corporation until such time as it is amended as therein provided or in accordance with applicable law.

Section 1.3 The existing By-laws of the Company shall be the By-laws of the

Surviving Corporation until such time as they are altered, amended or repealed as therein provided or in accordance with applicable law.

Section 1.4 The persons who are directors and officers of the Company immediately prior to the Effective Time shall, after the Merger, continue as directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the By-Laws of the Company, until their successors have been duly elected and qualified in accordance with the laws of the State of Delaware and the Certificate of Incorporation and By-Laws of the Company.

Section 1.5 The name that the Surviving Corporation is to have after the Effective Date shall be "Nito, Inc."

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

Section 2.1 Prior to the Effective Time, the Merged Entity and the Company shall take all such actions as shall be necessary or appropriate in order to effect the Merger. If, at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable in order to vest in or confirm to the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Merged Entity, then Members of the Merged Entity promptly shall execute and deliver to the Surviving Corporation all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, and franchises and otherwise to carry out the purposes of this Agreement.

ARTICLE III

CONVERSION OF SHARES

Section 3.1 The Company is presently authorized to issue up to 2,000,000 shares of common stock, par value \$0.00001 per share (the "Common Stock"), with no such shares outstanding immediately prior to the Effective Time.

Section 3.2 At the Effective Time, each one percent of membership interest in the Merged Entity ("the Merged Entity Interests") shall be converted into 5,000 shares of common stock, par value \$0.00001, of the Surviving Corporation, with all fractional shares being rounded up to the nearest whole share such that, immediately after the Effective time, the shares of the Surviving Corporation shall be held by Obi Onyejekwe. No other cash, shares, securities or obligations will be distributed or issued upon conversion of the Merged Entity membership interests.

Section 3.3 At the Effective Time, any shares of capital stock of Company, which shall be outstanding immediately prior to the Effective Time shall, without any further action on the part of anyone, be canceled.

Section 3.4 After the Effective Time, each holder of the Merged Entity Interests shall cease to have any rights as interest holders of the Merged Entity, except the right to receive shares of capital stock of the Surviving Corporation pursuant to Section 3.2 above and except as expressly reserved to such stockholder by statute. After the Effective Time, each holder of the Merged Entity Interests shall be entitled to receive certificates representing such number and class of shares of capital stock of the Surviving Corporation as provided in Section 3.2 above.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notwithstanding anything herein to the contrary, each of the Board of Directors of the Company or the members of the Merged Entity may, at any time prior to the Effective Time, by resolution duly adopted, abandon the Merger if it shall deem such action necessary, desirable and in the best interests of the respective companies' owners. In the event of such determination and the abandonment of this Agreement pursuant to the provisions of this Section 4.1, this Agreement shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either the Merged Entity or the Company or their respective directors, officers or stockholders.

Section 4.2 This Agreement constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings between them with respect to such matters.

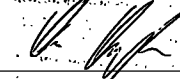
[Signature page follows]

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

NITO LLC,
a New York limited liability company

By: 
Name: Obi Onyefekwe
Title: Manager

NITO, INC.,
a Delaware Corporation

By: 
Name: Obi Onyefekwe
Title: CEO