

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4153015

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME	
EFFECTIVE DATE:	11/14/2014	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEXTGEN AEROSCIENCES, LLC	11/07/2014
NEWLY MERGED ENTITY DATA		
	Name	Execution Date
	NEXTGEN AEROSCIENCES, INC.	11/07/2014
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)		
Name:	NEXTGEN AEROSCIENCES, INC.	
Street Address:	111 W. PROSPECT ST.	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98119	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15234602
CORRESPONDENCE DATA		
Fax Number:	(803)255-9831	
<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:	704-417-3043	
Email:	ip@nelsonmullins.com	
Correspondent Name:	CHAD L. THORSON	
Address Line 1:	100 NORTH TRYON STREET, 42ND FLOOR	
Address Line 2:	NELSON MULLINS RILEY & SCARBOROUGH LLP	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202	
ATTORNEY DOCKET NUMBER:	38233/09091	
NAME OF SUBMITTER:	CHAD L. THORSON	
SIGNATURE:	/Chad L. Thorson, Reg. No. 55675/	
DATE SIGNED:	11/22/2016	

Total Attachments: 12

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UNITED STATES OF AMERICA

The State of Washington



Secretary of State

CERTIFICATE OF MERGER

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

NEXTGEN AEROSCIENCES INC.

WA Profit Corporation

UBI: 603-425-332

Filing Date: November 12, 2014

Merging Entities:

Not Qualified in WA NEXTGEN AEROSCIENCES, LLC



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 11/14/2014

PATENT

REEL: 040396 FRAME: 0553

FILED
SECRETARY OF STATE

November 12, 2014

STATE OF WASHINGTON

11/12/14 2779339-
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ARTICLES OF MERGER
OF

NEXTGEN AEROSCIENCES, LLC
(DISAPPEARING ENTITY)

WITH AND INTO

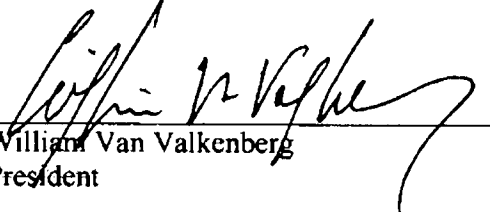
NEXTGEN AEROSCIENCES, INC.
(SURVIVING CORPORATION)
(UBI: 603-425-332)

NEXTGEN AEROSCIENCES, INC., a Washington corporation, hereby certifies that:

1. **Plan of Merger.** The plan of merger ("**Plan of Merger**") is set forth in the Agreement and Plan of Merger entered into as of October 31, 2014, by and between NextGen AeroSciences, LLC, a limited liability company formed under the laws of the Commonwealth of Virginia (the "**Disappearing Entity**"), and NextGen AeroSciences, Inc., a Washington corporation (the "**Surviving Corporation**"), attached hereto as **Exhibit A** and incorporated herein by this reference.
2. **Approval of shareholders of the Surviving Corporation.** The approval of the shareholders of the Surviving Corporation was not required in connection with the Plan of Merger under RCW 23B.11.030(b)(7).
3. **Approval of the Members of the Disappearing Entity.** The merger of the Disappearing Entity was unanimously approved by the member managers of the Disappearing Entity in accordance with the applicable provisions of the Virginia Limited Liability Company Act.
4. **Compliance with Washington Law.** The merger of the Disappearing Entity with and into the Surviving Corporation is permitted under the laws of the State of Washington and the Surviving Corporation has complied with the laws of the State of Washington in effecting the Merger.

Dated: November 7, 2014

NEXTGEN AEROSCIENCES, INC.



William Van Valkenberg
President

PATENT
REEL: 040396 FRAME: 0554

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, DECEMBER 22, 2014

The State Corporation Commission finds the accompanying articles submitted on behalf of

**NEXTGEN AEROSCIENCES, INC. (A WASHINGTON CORPORATION
NOT QUALIFIED IN VA)**

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective December 22, 2014. Each of the following:

NEXTGEN AEROSCIENCES, LLC

is merged into NEXTGEN AEROSCIENCES, INC. (A WASHINGTON CORPORATION NOT
QUALIFIED IN VA), which continues to exist under the laws of WASHINGTON with the name
NEXTGEN AEROSCIENCES, INC. (A WASHINGTON CORPORATION NOT QUALIFIED IN
VA), and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



Judith Williams Jagdmann
Commissioner

MERGACPT
CIS0363
14-12-09-0216

PATENT
REEL: 040396 FRAME: 0555

ARTICLES OF MERGER

OF

**NEXTGEN AEROSCIENCES, LLC
(DISAPPEARING ENTITY)**

NON-DOM

WITH AND INTO

**NEXTGEN AEROSCIENCES, INC.
(SURVIVING CORPORATION)**

S286379-5

THE UNDERSIGNED, on behalf of NEXTGEN AEROSCIENCES, INC., a Washington corporation, and NEXTGEN AEROSCIENCES, LLC, a Virginia limited liability company, hereby certifies that:

1. **Plan of Merger.** The plan of merger ("**Plan of Merger**") is set forth in the Agreement and Plan of Merger entered into as of October 31, 2014, by and between NextGen AeroSciences, LLC, a limited liability company formed under the laws of the Commonwealth of Virginia (the "**Disappearing Entity**"), and NextGen AeroSciences, Inc., a Washington corporation (the "**Surviving Corporation**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Address of the Surviving Corporation.** The address, including street and number, of the Surviving Corporation's principal office in the State of Washington is:

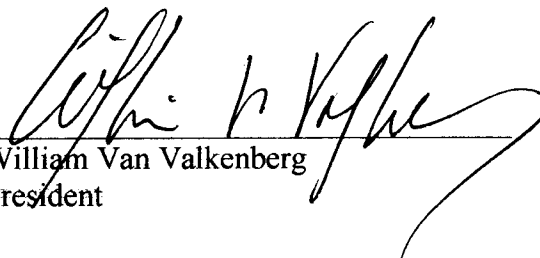
NextGen AeroSciences, Inc.
Attn: William Van Valkenberg
111 W. Prospect St.
Seattle, WA 98119

3. **Approval of the Members of the Disappearing Entity.** The Merger was unanimously approved by the members of the Disappearing Entity in accordance with the applicable provisions of the Virginia Limited Liability Company Act.

4. **Merger Permitted Under Washington Law.** The Merger is permitted under the laws of the State of Washington and became effective on November 12, 2014. The Surviving Corporation has complied with the laws of the State of Washington in effecting the Merger.

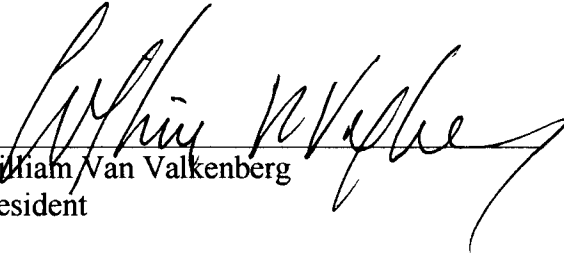
Dated: November 14, 2014

NEXTGEN AEROSCIENCES, INC.



William Van Valkenberg
President

NEXTGEN AEROSCIENCES, LLC



William Van Valkenberg
President

**EXHIBIT A
TO
ARTICLES OF MERGER**

REFER HEREIN TO THE:

**AGREEMENT AND PLAN OF MERGER
OF NEXTGEN AEROSCIENCES, LLC
WITH AND INTO
NEXTGEN AEROSCIENCES, INC.**

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of October 31, 2014, by and between NextGen AeroSciences, LLC, a limited liability company formed under the laws of the Commonwealth of Virginia ("**NextAero**"), and NextGen AeroSciences, Inc., a Washington corporation ("**NextAero Inc.**").

RECITALS

- A. The four member managers of NextAero unanimously approved a plan to convert the company from a limited liability company into a corporation.
- B. NextAero Inc. was formed to convert NextAero into a corporation by merging NextAero with and into NextAero Inc.
- C. Upon completion of the merger of NextAero with and into NextAero Inc., the four member managers of NextAero will own all of the issued and outstanding shares of capital stock of NextAero Inc.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **The Merger**

On the terms and conditions set forth herein and subject to the provisions of applicable law, upon effectiveness of the merger as described herein, NextAero shall be merged with and into NextAero Inc. (the "**Merger**"), the separate existence of NextAero shall cease, and NextAero Inc. shall continue as the surviving business entity in the Merger. NextAero Inc., as the surviving entity in the Merger, is sometimes referred to herein as the "**Surviving Corporation**" and NextAero, as the disappearing entity in the Merger, is sometimes referred to herein as the "**Disappearing Entity**."

2. **Effective Time**

The Merger shall be consummated by the filing of Articles of Merger with the Secretary of State of the State of Washington in accordance with the provisions of applicable law setting forth:

- (a) The plan of merger;
- (b) A statement that shareholder approval was not required for the Surviving Corporation under RCW 23B.11.030(b)(7);

(c) A statement confirming that the plan of merger was duly approved by the members of the Disappearing Entity in accordance with the provisions of applicable law.

The time of the filing of Articles of Merger with the Secretary of State of the State of Washington shall be referred to herein as the "**Effective Time**").

3. Effect of the Merger

At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Washington law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided pursuant to this Agreement, all of the property, rights, privileges, powers and franchises of NextAero shall vest in the Surviving Corporation, and all debts, liabilities and duties of NextAero shall become the debts, liabilities and duties of the Surviving Corporation.

4. Articles of Incorporation and Bylaws of the Surviving Corporation

The Articles of Incorporation and Bylaws of the Surviving Corporation shall be the Articles of Incorporation and Bylaws of NextAero Inc. in effect immediately prior to the Effective Time.

5. Directors and Officers of the Surviving Corporation

The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation after the Effective Time, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of Washington Law and the articles of incorporation and bylaws of the Surviving Corporation until his or her successor is duly elected and qualified.

6. Effect of Merger on Ownership Interests of the Disappearing Entity

(a) At the Effective Time, the units of ownership interests of the members of NextAero (the "**Units**") issued and outstanding immediately prior to the Effective Time shall automatically, without further action on the part of the holder thereof or the Surviving Corporation, be converted into validly issued, fully paid and nonassessable shares of common stock (the "**Common Stock**") of the Surviving Corporation at a ratio of one Share for 1.25 Units. All shares of the Common Stock will be uncertificated and represented in book-entry only on the books and records of the Company.

(b) Promptly following the Effective Time, the Surviving Corporation shall file Articles of Merger with the State Corporation Commission of Virginia (the "**Commission**") in accordance with the provisions of applicable law setting forth:

- (i) The plan of merger;

(ii) The address, including street and number, of the Surviving Corporation's principal office in the State of Washington;

(iii) A statement that the plan of merger was adopted by the Disappearing Entity in accordance with the applicable provisions of the Virginia Limited Liability Company Act; and

(iv) A statement that the merger of the Disappearing Entity with and into the Surviving Corporation is permitted under the laws of the State of Washington and the Surviving Corporation has complied with the laws of the State of Washington in effecting the Merger.

(c) The Disappearing Entity's existence shall be canceled upon the issuance of a certificate of merger by the Commission.

7. Effect of Merger on Common Stock of the Surviving Corporation

Immediately prior to the Effective Time, the Surviving Corporation will not have any issued and outstanding shares of capital stock. After the Effective Time, the former members of the Disappearing Entity shall hold One Hundred Percent (100%) of the issued and outstanding shares of the Common Stock, as a result of the conversion of the Units into shares of Common Stock in the Merger.

8. Exchange Procedures

As soon as reasonably practicable following the Effective Time, the Surviving Corporation shall notify each shareholder of the Surviving Corporation of the Effective Time and the conversion of their Units into shares of Common Stock. No certificates evidencing ownership of shares of the Common Stock will be issued unless and until the Board of Directors of the Surviving Corporation authorizes the issuance of certificates evidencing ownership of shares of Common Stock. Shares of Common Stock shall be uncertificated and represented in book-entry only on the books and records of the Surviving Corporation.

9 Termination

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by either NextAero or NextAero Inc. In the event of termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of NextAero or NextAero Inc., or their respective officers, directors, or managers.

10 Amendment

This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of the party against whom enforcement is sought.

11 Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington 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 the State of Washington.

12 Consent to Jurisdiction; Waiver of Jury Trial. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Washington and to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Washington or the United States District Court for the Western District of Washington, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

Each party to this Agreement hereby waives to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the Merger, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise. The parties to this Agreement each hereby agrees and consents that any such claim, demand, action, cause of action shall be decided by court trial without a jury and that the parties to this Agreement may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

13 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 13.

Notices shall be sent:

If to NextAero to:

Bruce J. Holmes

205 Skimino Landing Dr
Williamsburg, VA 23188-2251

E-mail: bruce.holmes@nextgenaerosciences.com

With a copy to:

William Van Valkenberg
NextGen AeroSciences, Inc.
111 W. Prospect St.
Seattle, WA 98119

E-mail: bill@nextaero.com

If to NextAero, Inc. to:

William Van Valkenberg
NextGen AeroSciences, Inc.
111 W. Prospect St.
Seattle, WA 98119

E-mail: wvv@comcast.net

With a copy to:

Bruce J. Holmes
205 Skimino Landing Dr
Williamsburg, VA 23188-2251

E-mail: bruce.holmes@nextgenaerosciences.com

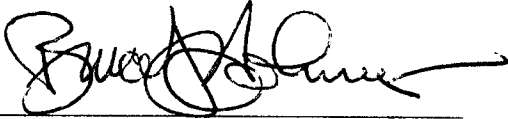
14 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger on the day and year first above written.

DISAPPEARING ENTITY:

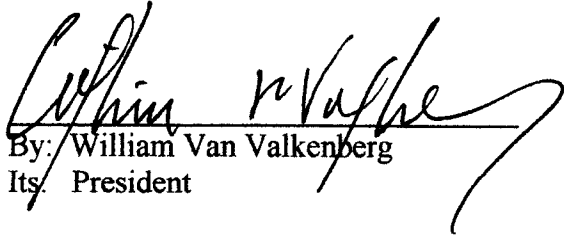
NEXTGEN AEROSCIENCES, LLC



By: Bruce J. Holmes
Its: Chief Executive Officer

SURVIVING CORPORATION:

NEXTGEN AEROSCIENCES, INC.



By: William Van Valkenberg
Its: President