504343551 04/28/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4390239

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	08/14/2008
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
ZEEZOO SOFTWARE CORP.	08/14/2008
ZEEZOO SUB INC.	08/14/2008

NEWLY MERGED ENTITY DATA

Name	Execution Date
ENHANCE SKIN PRODUCTS, INC.	08/14/2008

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	ENHANCE SKIN PRODUCTS, INC.
Street Address:	50 WEST LIBERTY STREET
Internal Address:	SUITE 880
City:	RENO
State/Country:	NEVADA
Postal Code:	89501

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8758819

CORRESPONDENCE DATA

Fax Number: (616)957-8196

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.

Phone: 616/9499610

Email: ptomail@priceheneveld.com

Correspondent Name: MATTHEW J. STARK/PRICE HENEVELD LLP

Address Line 1: 695 KENMOOR S.E.

Address Line 4: GRAND RAPIDS, MICHIGAN 49546

ATTORNEY DOCKET NUMBER: ENH001 A302

NAME OF SUBMITTER: MATTHEW J. STARK

PATENT 504343551 REEL: 042178 FRAME: 0191

SIGNATURE:	/Matthew J. Stark/
DATE SIGNED:	04/28/2017
Total Attachments: 11	
source=1C04928#page1.tif	
source=1C04928#page2.tif	
source=1C04928#page3.tif	
source=1C04928#page4.tif	
source=1C04928#page5.tif	
source=1C04928#page6.tif	
source=1C04928#page7.tif	
source=1C04928#page8.tif	
source=1C04928#page9.tif	
source=1C04928#page10.tif	
source=1C04928#page11.tif	

STATE OF NEVADA

ROSS MILLER Secretary of State



SCOTT W. ANDERSON

Deputy Secretary
for Commercial Recordings

Certified Copy

August 14, 2008

Job Number:

C20080814-1293

Reference Number:

Expedite:

Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s) 20080542928-70

Description

Merge In

Number of Pages 10 Pages/1 Copies

Respectfully,

ROSS MILLER Secretary of State

By

Certification Clerk



Commercial Recording Division

202 N. Carson Street Carson City, Nevada 89701-4069 Telephone (775) 684-5708 Fax (775) 684-7138



ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 884 5708
Website: www.riveos.gov

Articles of Merger (PURSUANT TO NRS 92A.200) Page 1 Filed in the office of

· Za Ma

Ross Miller Secretary of State State of Nevada Document Number

20080542928-70

Filing Date and Time

08/14/2008 11:53 AM

Entity Number

E0856922006-4

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Merger (Pursuant to NRS Chapter 92A - excluding 92A.200(4b))

Zeezoo Sub Inc.	
Name of merging entity	The second section is a second
Nevada Jurisdiction	Entity ivne *
isme of merging entity	
Jurisdiction	Entity type *
lame of merging entity	
unsdiction	Entity type *
lame of merging entity	
urisdiction	Entity type *
end,	
Zeezoo Software Cr	orp.
Nevada	Corporation

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1 Roulsed: 7-1-08



ROSS MILLER Secretary of State 204 North Carson Street, Ste 1 Carson City, Nevada 89701-4299 (775) 684 5708 Website: www.nvsoe.gov

Articles of Merger (PURSUANT TO NRS 92A.200) Page 2

USE BLACK BEK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

		tity is the survivor in the merger	sent by the Secretary of State of - - NRS 92A.1 90):
	Attn:	11 fee - 1765 (1 -) - (1 - 111 111 117 117 117 117 117 117 117	
			• • • • • • • • • • • • • • • • • • • •
	c/o:		:
			: ;
	i		
	ļ <u></u>	nonember to a Montrella America (a del terrerra del trada del trada del terrerra del trada del terrerra del trada del terrerra del trada de	t
(Choo	se one)		
	The undersigned o		se been adopted by each constituent
_		•	as been adopted by the parent domest
•	entity (NRS 92A.18	0)	
·	Ja annenna! (NIPQ :	924 200 (antions a horomist	be used, as applicable, for each entity)
			and attach an 8 1/2" x 11" blank she
conti	sining the required	i information for each additional	entity):
(a) Own	ner's approval was	not required from	
	Zeezoo Su	h lag	
-	ame of merging e	ntity, if applicable	
ſ			
i M			•
	sma of merging e		The second state and second life anise transfer of a second second second second
1.	ame of merging e		
Ľ		ntity, if applicable	
Ľ		ntity, if applicable	
Ľ		ntity, if applicable	
N		ntity, if applicable	
N	ame of merging e	ntity, if applicable	
N. N	ame of merging e ame of merging e	ntity, if applicable ntity, if applicable ntity, if applicable	

This form must be accompanied by appropriate fees.



ROSS MILLER Secretary of State 204 North Carson Street, Ste 1 Carson City, Nevada 89781-4299 (775) 684 5768 Website: www.nvsos.gov

Articles of Merger (PURSUANT TO NRS 92A.200)

Page 3

USE BLACK BOX ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

ind, or;	
Name of merging entity, if applicable	U. S.
lame of merging entity, if applicable	and a second of the second of
Name of merging entity, if applicable	
and the second s	A SECTION OF SECTION O
lame of merging entity, if applicable	and the second s
Charles and the state of the st	19 16

*Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3 Revised: 7-1-08



ROSS MILLER Secretary of State 204 North Carson Street, Ste 1 Carson City, Nevada 89701-4298 (775) 684 5708 Website: www.nvsos.gov

Articles of Merger (PURSUANT TO NRS 92A.200)

Page 4

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable	The second secon
	The state of the s
Name of merging entity, if applicable	
Name of merging entity, if applicable	
Name of merging entity, if applicable	
and, or;	
Name of a smith and the if applicable	

This form must be accompanied by appropriate fees.



ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Websits: www.nvsos.gov

Articles of Merger (PURSUANT TO NRS 92A.200) Page 5

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

	icle One of the Articles of Incorporation of Zeezoo Software
to	. Is hereby amended to change the name of the corporation Enhance Skin Products Inc.
5) Locat	on of Plan of Merger (check a or b): (a) The entire plan of merger is attached;
or,	(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address it limited partnership, or other place of business of the surviving entity
	(NRS 92A.200).

merger may not contain amendments to the constituent documents of the surviving entity except that the name of

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which

Nevada Secretary of State 92A Morger Page 6 Revised: 7-1-08

must not be more than 90 days after the articles are filed (NRS 92A.240).

the surviving entity may be changed.

REEL: 042178 FRAME: 0198



ROBS MILLER Secretary of State 254 Hord: Canson Street, Ste 1 Carson City, Nevada 88701-4229 (778) 684 5705 Misheles 5705

Articles of Merger (PURBUANT TO NRS 92A.200) Page 6

USE SLACK SIK CHLY - DO NOT HIGHLIGHT

ABOAR SPACE IS FOR OFFICE USE ORLY

Zeczoo Subinc.	**************************************	. ,,,	
Ngnature/ 1/	Resident and CEO	Date	
isme of merging entity			
	1	- 1	
gnature	Title	Date	
time of merging entity	to model to appear to the second of the second second		
gnature	Title	Date	
une of merging entity	and the state of t		
		*.	
(gnature	Title	Date	

6) Signatures - Must be shipped by: An other of such Nevada corporation: All general members of

"The articles of marger must be signed by each foreign constituent entity in the menner provided by the law governing it (NRS 92A,230). Additional eigneture blocks may be edded to this page or as an attractment, so needed.

IMPORTANT: Fallure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be eccompanied by appropriate here.

Herenia Secretary of Giels 60A Merger Page 6 Reviews: 7-4-64

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT dated as of August 14, 2008.

BETWEEN:

ZEEZOO SOFTWARE CORP., a Nevada corporation ("Zeezoo")

AND:

ZEEZOO SUB INC., a Nevada corporation ("Zeezoo Sub")

WHEREAS:

- A. Zeezoo Sub is the wholly-owned subsidiary of Zeezoo;
- B. The boards of directors of Zeezoo Sub and Zeezoo deem it advisable and in the best interests of their respective companies and shareholders that Zeezoo Sub be merged with and into Zeezoo, with Zeezoo remaining as the surviving corporation under the name "Enhance Skin Products Inc.";
- C. The board of directors of Zeezoo Sub has approved the plan of merger embodied in this Agreement; and
- D. The board of directors of Zeezoo has approved the plan of merger embodied in this Agreement.

THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto do hereby agree to merge on the terms and conditions herein provided, as follows:

1. THE MERGER

1.1 The Merger

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Zeezoo Sub shall be merged with and into Zeezoo in accordance with the applicable laws of the State of Nevada (the "Merger"). The separate existence of Zeezoo Sub shall cease, and Zeezoo shall be the surviving corporation under the name "Enhance Skin Products Inc." (the "Surviving Corporation") and shall be governed by the laws of the State of Nevada.

1.2 Effective Date

The Merger shall become effective on the date and at the time (the "Effective Date") that:

{00082793.DOC.2}CW1589240.I

- (a) the Articles of Merger, in substantially the form previously circulated among the Board of Directors, that the parties hereto intend to deliver to the Secretary of State of the State of Nevada, are accepted and declared effective by the Secretary of State of the State of Nevada:
- (b) after satisfaction of the requirements of the laws of the State of Nevada.

1.3 Articles of Incorporation

On the Effective Date, the Articles of Incorporation of Zeezoo, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation except that Article 1 of the Articles of Incorporation of Zeezoo, as the Surviving Corporation, shall be amended to state that the name of the corporation is "Enhance Skin Products Inc.".

1.4 Bylaws

On the Effective Date, the Bylaws of Zeezoo, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.5 Directors and Officers

The directors and officers of Zeezoo immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

2. CONVERSION OF SHARES

2.1 Common Stock of Zeezoo

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock of Zeezoo, par value of \$0.001 per share, issued and outstanding immediately prior to the Effective Date shall be changed and converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation, par value of \$0.001 per share (the "Survivor Stock").

2.2 Common Stock of Zeezoo Sub

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of Zeezoo Sub, par value of \$0.001 per share, issued and outstanding immediately prior to the Effective Date shall be cancelled.

2.3 Exchange of Certificates

Each person who becomes entitled to receive any Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation a certificate or certificates representing the number of Survivor Stock to which such person is entitled as provided herein.

{00082793.DOC.2}CW1589240.1

3. EFFECT OF THE MERGER

3.1 Rights, Privileges, etc.

On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Zeezoo Sub and Zeezoo; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Zeezoo Sub and Zeezoo on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed, title to any real estate, or any interest therein vested in Zeezoo Sub or Zeezoo, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Zeezoo Sub and Zeezoo shall be preserved unimpaired, and all liens upon the property of Zeezoo Sub or Zeezoo shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances

From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Zeezoo Sub such deeds and other instruments, and there shall be taken or caused to be taken by it such further other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Zeezoo Sub and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Zeezoo Sub or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. GENERAL

4.1 Abandonment

Notwithstanding any approval of the Merger or this Agreement by the shareholders of Zeezoo Sub or Zeezoo or both, this Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by mutual written agreement of Zeezoo Sub or Zeezoo.

4.2 Amendment

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the board of directors of both Zeezoo Sub and Zeezoo.

{00082793.DOC.2}CW1589240.1

4.3 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

4.4 Counterparts

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.5 Electronic Means

Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date set forth above.

ZEEZOO SUB INC.

By: _

Joel Gugol

President and Chief Executive Officer

ZEEZOO SOFTWARE CORP.

Tool Coop

President and Chief Executive Officer

{00082793.DOC,1}CW1589240.1

PATENT REEL: 042178 FRAME: 0203

RECORDED: 04/28/2017