

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6210590

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	03/01/2020	
CONVEYING PARTY DATA		
	Name	Execution Date
	V-GLASS LLC	02/27/2020
RECEIVING PARTY DATA		
Name:	V-GLASS, INC.	
Street Address:	N30W26516 PETERSON DR.	
City:	PEWAUKEE	
State/Country:	WISCONSIN	
Postal Code:	53072	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	15116504
	Patent Number:	9366071
CORRESPONDENCE DATA		
Fax Number:	(414)277-0656	
<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:	4142716560	
Email:	klbehnke@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
Address Line 1:	790 N. WATER STREET, SUITE 2500	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	031513-9007/9009-US00	
NAME OF SUBMITTER:	AARON K. NODOLF	
SIGNATURE:	/akn-klb/	
DATE SIGNED:	07/21/2020	
Total Attachments: 8		
source=WI Articles of Merger FILED V-Glass LLC#page1.tif		
source=WI Articles of Merger FILED V-Glass LLC#page2.tif		
source=WI Articles of Merger FILED V-Glass LLC#page3.tif		
source=WI Articles of Merger FILED V-Glass LLC#page4.tif		

source=WI Articles of Merger FILED V-Glass LLC#page5.tif
source=WI Articles of Merger FILED V-Glass LLC#page6.tif
source=WI Articles of Merger FILED V-Glass LLC#page7.tif
source=WI Articles of Merger FILED V-Glass LLC#page8.tif



For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

ARTICLES OF MERGER - Ch. 183

V-GLASS LLC

Received Date: 2/28/2020

Filed Date: 3/2/2020

Filing Fee: \$150.00

Expedited Fee: \$25.00

Entity ID#: V021950

Total Fee: \$175.00

The Articles of Merger, merging V-GLASS LLC (a WI domestic LLC)(Chap 183)(Non-Survivor) into an unlicensed foreign Corp (Survivor)

Effective Date: March 1, 2020

OOS# 202002285458073

ARTICLES OF MERGER

The undersigned limited liability company, acting pursuant to Sections 183.1203 and 183.1204 of the Wisconsin Statutes, hereby execute the following Articles of Merger as of February 27, 2020:

ARTICLE I SURVIVING CORPORATION

The name and state of organization of the surviving corporation is V-Glass, Inc., which is incorporated in the State of Delaware.

ARTICLE II NON-SURVIVING LIMITED LIABILITY COMPANY

The name and state of organization of the non-surviving limited liability company is V-Glass LLC, which is organized in the State of Wisconsin. The non-surviving limited liability company has no fee simple interest in any Wisconsin real property.

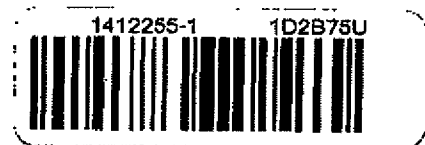
ARTICLE III PLAN OF MERGER

The Plan and Agreement of Merger, dated as of February 27, 2020 (the "Plan"), is attached hereto as Exhibit A. The Plan was approved by the domestic limited liability company that is a party to the merger in accordance with Section 183.1202 of the Wisconsin Statutes and by V-Glass, Inc., the other party to the merger, in the manner required by the Delaware General Corporation Law, the law applicable to the business entity.

ARTICLE IV EFFECTIVE DATE AND TIME

These Articles of Merger, when filed, shall be effective as of March 1, 2020, 12:01 a.m.

(Signature Page Follows)



PATENT
REEL: 053266 FRAME: 0022

IN WITNESS WHEREOF, these Articles of Merger are executed as of the date first set forth above.

SURVIVING CORPORATION:

V-GLASS, INC.

By: Michael J. Petit

Name: Michael J. Petit

Title: Chief Executive Officer

This instrument was drafted by and is returnable to:

Melissa M. Turczyn, Esq.
Michael Best & Friedrich LLP
1 S. Pinckney Street, Suite 700
Madison, Wisconsin 53703
(608) 257-3501

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

(Attached Separately)

T:\CLIENTA\011758\0001\B0975864.3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into the 27th day of February, 2020, by and between V-Glass, Inc., a Delaware corporation ("V-Glass"), and V-Glass LLC, a Wisconsin limited liability company (the "LLC").

RECITALS

WHEREAS, V-Glass is a corporation duly organized and existing under the laws of the State of Delaware, with authorized capital stock of 10,000,000 shares of common stock, \$0.001 par value per share (the "Common Stock");

WHEREAS, the LLC is a limited liability company duly organized and existing under the laws of the State of Wisconsin, with 4,000,000 authorized shares of interest, \$0.001 par value per share;

WHEREAS, the Board of Directors of V-Glass has determined that it is advisable and generally to the advantage and welfare of V-Glass and its stockholders, and the Board of Directors of the LLC has determined that it is advisable and generally to the advantage and welfare of the LLC and its members that the LLC be merged with and into V-Glass on the terms and conditions hereinafter set forth;

WHEREAS, the Boards of Directors of V-Glass and the LLC, by resolutions duly adopted, have approved and adopted this Agreement and directed that it be submitted to the respective stockholders and members of V-Glass and the LLC for approval; and

WHEREAS, the stockholders of V-Glass and the members of the LLC have duly approved this Agreement.

NOW, THEREFORE, V-Glass and the LLC, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of the State of Wisconsin and the State of Delaware hereby agree as follows:

AGREEMENT

1. Merger. At the Effective Time (as hereinafter defined), subject to the terms and conditions of this Agreement, the LLC will be merged with and into V-Glass (hereinafter sometimes "Surviving Corporation") in accordance with the Wisconsin Limited Liability Company Act and the Delaware General Corporation Law (the "Merger"). All of the following shall occur upon the Effective Time: the separate existence of the LLC shall cease and the existence of V-Glass as Surviving Corporation continues unaffected and unimpaired by the Merger; the title to all property owned by the LLC and V-Glass (together the "Constituent Entities") is vested in Surviving Corporation without reversion or impairment.

If at any time after the Effective Time, Surviving Corporation shall deem it appropriate that any assignments or assurances should be made to vest, perfect or confirm of record in Surviving Corporation the title to any property or right of the LLC acquired by

Surviving Corporation as a result of the Merger, the officers and directors of Surviving Corporation, in the name of the LLC or otherwise, may take and do any action necessary or desirable to vest, perfect or confirm title to such property and rights in Surviving Corporation and otherwise to carry out the purposes of the Merger.

2. Certificate of Incorporation and Bylaws.

(a) The Certificate of Incorporation of V-Glass, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Certificate of Incorporation of Surviving Corporation following the Effective Time until changed or amended.

(b) The Bylaws of V-Glass, as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of Surviving Corporation following the Effective Time until changed or amended.

3. Directors and Officers. The directors and officers of V-Glass immediately prior to the Effective Time shall be the directors and officers of Surviving Corporation, each such director or officer to hold office until the term for which he or she has previously been elected shall expire and his or her successor has been duly elected and qualified, or until such director's or officer's earlier death, resignation or removal.

4. Conversion of Shares. The manner of converting the issued and outstanding shares of V-Glass and the LLC shall be as follows:

(a) The Merger shall not effect a change in any of the issued and outstanding shares of Common Stock of V-Glass and none of such shares shall be exchanged or converted as a result of the Merger.

(b) Each share of interest in the LLC issued and outstanding prior to the Effective Time shall be, upon the Effective Time, converted into the right to receive one (1) share of Common Stock of V-Glass.

5. Effective Time. The Merger shall become effective at 12:01 a.m. on March 1, 2020 (as applicable, the "Effective Time").

6. Certificate of Merger. The appropriate officers of V-Glass shall prepare and execute the Certificate of Merger as required by the Wisconsin Limited Liability Company Act and the Delaware General Corporation Law and shall file such Certificate of Merger with the Wisconsin Department of Financial Institutions and the Delaware Secretary of State. Such officers are further authorized to do any and all other things necessary to effectuate the Merger.

7. Authorization; Valid and Binding Agreement. Each of V-Glass and the LLC represents and warrants on behalf of itself and its respective stockholders or members, as applicable, that, with respect to itself: (a) such company has all requisite corporate or limited liability company power, as applicable, and authority to enter into this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement, the performance by such company of its obligations

hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or limited liability company action, as applicable, on the part of such company, and (c) this Agreement is the valid and binding obligation of such company enforceable in accordance with its terms.

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

V-GLASS, INC.

By: Michael J. Petit

Name: Michael J. Petit

Its: CEO

V-GLASS LLC

By: Peter J. Petit

Name: Peter J. Petit

Its: CEO