

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6233612

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
ENVIROMIX, LLC	11/16/2012
RECEIVING PARTY DATA	
Name:	ENVIROMIX, INC.
Street Address:	701 EAST BAY STREET
Internal Address:	SUITE 502
City:	CHARLESTON
State/Country:	SOUTH CAROLINA
Postal Code:	29403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16938064
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:	864-373-2214
Email:	ip@nelsonmullins.com, rachel.cochran@nelsonmullins.com
Correspondent Name:	ASHLEY B. SUMMER
Address Line 1:	301 SOUTH COLLEGE ST. 23RD FLOOR
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	035189/09012CON5
NAME OF SUBMITTER:	ASHLEY B. SUMMER
SIGNATURE:	/Ashley B. Summer/
DATE SIGNED:	08/04/2020
Total Attachments: 12	
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A SOUTH CAROLINA LIMITED LIABILITY COMPANY UNDER THE NAME OF "ENVIROMIX, LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "ENVIROMIX, LLC" TO "ENVIROMIX, INC.", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF NOVEMBER, A.D. 2012, AT 4:12 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

5243674 8100V

121238710

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9996521

DATE: 11-19-12

PATENT
REEL: 059498 FRAME: 0092

ENVIROMIX, LLC

**CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE LIMITED LIABILITY COMPANY
TO A DELAWARE CORPORATION**

(Pursuant to Section 265 of the Delaware General Corporation Law)

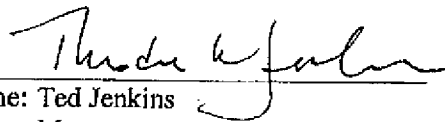
AND NOW, this 16th day of November, 2012, the undersigned, being authorized to execute and file this Certificate of Conversion from a Non-Delaware Limited Liability Company to a Delaware Corporation (the "Certificate") on behalf of EnviroMix, LLC, a South Carolina limited liability company, hereby certifies that:

1. The converting company, EnviroMix, LLC, was formed as a South Carolina limited liability company on November 25, 1998.
2. Immediately prior to filing this Certificate, the converting company, EnviroMix, LLC, is a South Carolina limited liability company.
3. Pursuant to this Certificate of Conversion, EnviroMix, LLC is converting into a Delaware corporation, the name of which is EnviroMix, Inc. as set forth in its Certificate of Incorporation.
6. This Certificate, together with the Certificate of Incorporation being filed contemporaneously herewith, shall be effective upon filing.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Limited Liability Company has executed this Certificate as of the date first above written,

ENVIROMIX, LLC

By: 
Name: Ted Jenkins
Title: Manager

[Execution Page – EnviroMix, LLC Certificate of Conversion from a Non-Delaware Limited Liability Company to a Delaware Corporation]

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF INCORPORATION OF "ENVIROMIX, INC." FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF NOVEMBER, A.D. 2012, AT 4:12 O'CLOCK P.M.

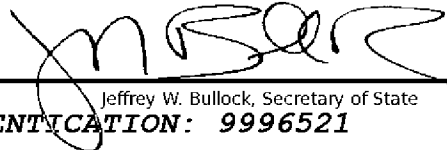
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

5243674 8100V

121238710

You may verify this certificate online
at corp.delaware.gov/authver.shtml



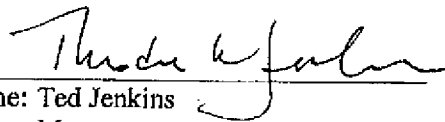

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9996521

DATE: 11-19-12

PATENT
REEL: 059498 FRAME: 0086

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Limited Liability Company has executed this Certificate as of the date first above written.

ENVIROMIX, LLC

By: 
Name: Ted Jenkins
Title: Manager

[Execution Page – EnviroMix, LLC Certificate of Conversion from a Non-Delaware Limited Liability Company to a Delaware Corporation]

**CERTIFICATE OF INCORPORATION
OF
ENVIROMIX, INC.**

ARTICLE I

The name of the corporation (herein called the "**Corporation**") is EnviroMix, Inc.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is located at 1679 S. Dupont Highway, Suite 100, Dover DE 19901, Kent County. The name of the Corporation's registered agent at such address is Registered Agent Solutions, Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the "**DGCL**").

ARTICLE IV

1. Authorized Stock. The Corporation is authorized to issue 1,000,000 shares of Common Stock, \$0.001 par value (the "**Common Stock**").

2. Common Stock.

(a) Of the authorized shares of Common Stock, 960,000 shares are designated as "Series A Common Stock" (the "**Series A Common Shares**").

(b) Of the authorized shares of Common Stock, 40,000 shares are designated as "Series B Common Stock" (the "**Series B Common Shares**," together with the Series A Common Shares, the "**Common Shares**").

3. Dividends. Holders of Common Shares, on a *pari passu* basis, are entitled to receive cash or any other form of dividends, when, as and if declared by the Board of Directors of the Corporation (the "**Board**"), but only out of funds that are legally available therefor.

4. Liquidation Preference.

(a) Upon any Liquidation Event (as defined below), either voluntary or involuntary, the holders of the Series A Common Shares shall be entitled to receive prior to and in preference to any distribution of the proceeds of such Liquidation Event (the "**Proceeds**") to the holders of Series B Common Shares an aggregate amount equal to \$967,000 (the "**Series A Liquidation Preference**"). Upon a Liquidation Event, the Series A Liquidation Preference shall be distributed among the holders of Series A Common Shares pro rata based on the number of Series A Common Shares held by each.

(b) Upon any Liquidation Event, after payment in full of the Series A Liquidation Preference, all of the remaining Proceeds or assets of the Corporation, as applicable, shall be distributed among the holders of Common Shares pro rata based on the number of shares of Common Shares held by each.

(c) (i) A "Liquidation Event" shall include (A) the closing of the sale, transfer or other disposition of all or substantially all of the Corporation's assets, (B) the consummation of the merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the Corporation or the surviving or acquiring entity), (C) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Corporation's securities), of the Corporation's securities if, after such closing, such person or group of affiliated persons would hold a majority of the outstanding voting stock of the Corporation (or the surviving or acquiring entity), or (D) a liquidation, dissolution or winding up of the Corporation; provided, however, that a transaction does not constitute a Liquidation Event if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately prior to such transaction. The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of a majority of the outstanding Series A Common Shares (voting together as a single class).

(ii) In any Liquidation Event, if the Proceeds received by the Corporation or its stockholders are other than cash, its value will be deemed its fair market value as determined in good faith by the Board. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange, the value is the average of the closing prices of the securities on such exchange over the 20 trading-day period ending three trading days prior to the closing of the Liquidation Event;

(2) If actively traded over-the-counter, the value is the average of the closing bid or sale prices (whichever is applicable) over the 20 trading-day period ending three trading days prior to the closing of the Liquidation Event; and

(3) If there is no active public market, the value is the fair market value thereof, as determined in good faith by the Board.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount

from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

(C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall, with the appropriate approval of the definitive agreements governing such Liquidation Event by the stockholders under the DGCL, be superseded by the determination of such value set forth in the definitive agreements governing such Liquidation Event.

(iii) Notwithstanding the foregoing subsection (ii) or any other provision of this Certificate of Incorporation (this "**Certificate**"), in the case of a Liquidation Event where the non-cash Proceeds to be distributed to the holders of Series A Common Shares are assets other than securities of a class that is traded on a securities exchange that is registered as a "national securities exchange" under Section 6 of the Securities Exchange Act of 1934, then the holders of Series A Common Shares, as applicable, shall at their option be entitled to receive cash in an amount equal to the Series A Liquidation Preference in lieu of such assets.

5. Voting Rights. Each share of Common Stock shall be entitled to one vote in all proceedings in which action may or is required to be taken by stockholders of the Corporation.

6. Limitation on Authority. In addition to any other vote or consent required by law or by this Certificate, the affirmative vote or written consent of the holders of at least 2/3rds of the then-outstanding Common Shares shall be necessary for the Corporation to effect or validate any of the following actions:

- (a) adopting budgets and engaging in off-budget expenditures in excess of \$200,000;
- (b) authorizing compensation to the members of the Board, the Chief Executive Officer or the President of the Corporation;
- (c) acquiring real estate or personal property with a value over \$100,000;
- (d) borrowing money from any person or lending money to any person in excess of \$750,000;
- (e) selling, exchanging, leasing, mortgaging, pledging, or transferring all or any material portion (material portion being any portion or combination thereof exceeding 30% of the assets of the Corporation) of the assets of the Corporation;
- (f) merging or consolidating with any other entity;
- (g) organizing or acquiring any Affiliate or subsidiary or acquiring any material ownership or equity interest in any other entity;

(h) initiating any bankruptcy, insolvency, receivership, or any similar proceeding.

“**Affiliate**” means, with respect to a Person, (a) any other Person directly or indirectly controlling, controlled by or under common control with such Person, (b) any other Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person, (c) any officer, director, general partner or manager of such Person and (d) any other Person who is an officer, director, general partner, manager, trustee or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (a) through (c) of this sentence. For purposes of this definition, the term “controlling,” “controlled by” or “under common control with” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the term “Person” means any individual, corporation, limited liability company, partnership, trust or unincorporated organization, or governmental authority or any agency or political subdivision thereof or other entity.

ARTICLE V

1. Powers and Duties of the Board. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board. The Board is expressly empowered to adopt, amend or repeal the Bylaws in accordance with the provisions hereof. The stockholders shall also have the power to adopt, amend or repeal the Bylaws by the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class (in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate).

2. Written Ballot. The directors of the Corporation need not be elected by written ballot unless the Bylaws then in effect so provide.

3. Director Liability. To the fullest extent permitted by law, a director of the Corporation will not be personally liable to the Corporation or to its stockholders for monetary damages for any breach of fiduciary duty as a director. No amendment to or repeal of this subsection will apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of any director occurring prior to any amendment to or repeal of this subsection.

ARTICLE VI

The following indemnification provisions shall apply to the persons enumerated below.

1. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an “**Indemnified Person**”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or

officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in subsection (3) below, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

2. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, *provided, however,* that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VI or otherwise.

3. If a claim for indemnification or advancement of expenses under this Article VI is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

5. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

6. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Certificate, bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. The Board may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (i) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VI; and (ii) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VI.

9. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

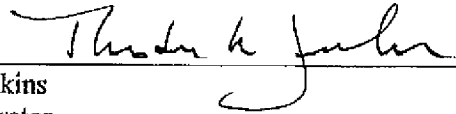
ARTICLE VII

The name and mailing address of the incorporator are as follows:

Ted Jenkins
180 East Bay St.
Charleston, SC 29401

* * * * *

I am the sole incorporator of the EnviroMix, Inc. and have signed this Certificate of Incorporation on November 16, 2012.



Ted Jenkins
Incorporator

[Signature Page to Certificate of Incorporation]