

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6619925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	09/20/2017
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IMPOSSIBLE OBJECTS, LLC	09/15/2017
<b>NEWLY MERGED ENTITY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IMPOSSIBLE OBJECTS, INC.	03/15/2017
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>	
<b>Name:</b>	IMPOSSIBLE OBJECTS, INC.
<b>Street Address:</b>	3455 COMMERCIAL AVENUE
<b>City:</b>	NORTHBROOK
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10967577
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	3125519500
<b>Email:</b>	rpg@fg-law.com
<b>Correspondent Name:</b>	ROBERT GREENSPOON
<b>Address Line 1:</b>	333 N. MICHIGAN AVENUE, SUITE 2700
<b>Address Line 2:</b>	FLACHSBART & GREENSPOON, LLC
<b>Address Line 4:</b>	CHICAGO, IL, ILLINOIS 60601
<b>ATTORNEY DOCKET NUMBER:</b>	SW-11N
<b>NAME OF SUBMITTER:</b>	ROBERT GREENSPOON
<b>SIGNATURE:</b>	/Robert Greenspoon/
<b>DATE SIGNED:</b>	03/24/2021

**Total Attachments: 4**

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## Agreement and Plan of Merger

Agreement and Plan of Merger (this "Agreement"), dated as of September 16, 2017, between Impossible Objects, LLC, an Illinois limited liability company ("LLC"), Impossible Objects, Inc., a Delaware corporation (the "Corporation"), and each of the individuals signatory hereto (each, an "Equity Holder").

WHEREAS, certain of the Equity Holders collectively own all of the issued and outstanding equity of the LLC and the Corporation; and

WHEREAS, the parties desire that LLC merge with and into the Corporation, with the Corporation as the surviving entity in the merger; and

WHEREAS, the transactions contemplated by this Agreement are intended to be treated as (i) a contribution by the LLC of all of its assets and liabilities to the Corporation in exchange for stock of the Corporation in a transaction governed by Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) immediately thereafter, a distribution of the stock of the Corporation received in the exchange by the LLC to its Equity Holders in liquidation thereof in transaction governed by Section 731 of the Code, as described in Treasury Regulations Section 301.7701-3(g)(1)(i) and Revenue Ruling 84-111, Situation 1.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Section 2 of this Agreement), LLC shall be merged with and into the Corporation and the Corporation shall be the surviving corporation. The name of the surviving corporation shall be "Impossible Objects, Inc." The street address of the surviving corporation shall be 3455 Commercial Avenue, Northbrook, Illinois 60062. The merger of LLC into the Corporation is hereinafter referred to as the "Merger."

2. Effective Time. The Merger shall become effective on September 20, 2017 (the "Effective Time").

3. Effect of Merger. At the Effective Time, the separate existence of LLC shall cease; the Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities and franchises, both of a public and private nature, of each of the parties to the Merger including, without limitation, any fictitious name used by LLC; and all property, real, personal and mixed, and all debts due on whatever account, and all choses in action, and each and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in the Corporation without further act or deed; and the title to any real estate, or any interests therein, vested in the LLC or Corporation shall not revert or be in any way impaired by reason of the Merger. At the Effective Time, the Corporation shall become responsible and liable for all the liabilities and obligations of the LLC and the Corporation and neither the rights of creditors nor any liens upon the property of the Corporation or LLC shall be impaired by the Merger.

4. Conversions of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto, the status of the membership Units of the LLC and the stock of the Corporation shall be as follows:

(a) Class A Units. Each Class A Unit in the LLC outstanding immediately prior to the Effective Time shall be cancelled and converted into, at the Effective Time, [REDACTED] of Common Stock (as defined in the Corporation's Certificate of Incorporation (as amended or amended and restated from time to time, the "**Certificate of Incorporation**")), \$0.0001 par value per share.

(b) Class A-1 Units. Each Class A-1 Unit in the LLC outstanding immediately prior to the Effective Time shall be cancelled and converted into, at the Effective Time, [REDACTED] of Seed Preferred Stock (as defined in the Certificate of Incorporation), \$0.0001 par value per share.

(c) Series A Preferred Units. Each Series A Preferred Unit in the LLC outstanding immediately prior to the Effective Time shall be cancelled and converted into, at the Effective Time, [REDACTED] of Series A Preferred Stock, \$0.0001 par value per share.

(d) Series A1 Preferred Units. Each Series A1 Preferred Unit in the LLC outstanding immediately prior to the Effective Time shall be cancelled and converted into, at the Effective Time, [REDACTED] of Series A Preferred Stock (as defined in the Certificate of Incorporation), \$0.0001 par value per share.

(c) Corporation Stock. Each common share of the Corporation issued and outstanding immediately prior to the Effective Time shall be cancelled in full.

5. No Fractional Shares. The number of shares of stock of the Corporation to be issued to each Equity Holder upon consummation of the Merger shall be rounded to the nearest whole number.

6. Certificate of Incorporation; By-Laws; Directors and Officers

(a) Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of the Corporation shall be the Certificate of Incorporation of the surviving corporation until thereafter amended in accordance with the terms thereof, Delaware law and the By-Laws of the Corporation.

(b) By-Laws. At the Effective Time, the By-Laws of the Corporation shall be the By-Laws of the surviving corporation until thereafter amended as provided therein and in accordance with Delaware law.

(c) Directors and Officers. At the Effective Time, the directors and officers of the Corporation shall be the directors and officers of the surviving corporation until their successors are duly elected and qualified in accordance with the By-Laws and Delaware law.

7. Options. At the Effective Time each outstanding option to purchase Nonvoting Units of the LLC (each, a "**LLC Option**") will be assumed by the Corporation and converted into an option to purchase shares of Nonvoting Common Stock of the Corporation (each, a "**Converted Option**"), with such assumption to be effected in a manner that is intended to be consistent with the requirements of Section 424 of the Code and the applicable regulations thereunder. Each Converted Option will continue to have and be subject to substantially the same terms and conditions as were applicable to such LLC Option immediately before the Effective Time (including expiration date, vesting conditions, and exercise provisions), including that: (i) each Converted Option will be for a number of shares of Nonvoting Common Stock that is equal

to the number of Nonvoting Units under the applicable LLC Option immediately before the Effective Time; and (ii) the per share exercise price for each share of Nonvoting Common Stock issuable upon exercise of the Converted Option will be equal to the exercise price per Nonvoting Unit under the applicable LLC Option immediately before the Effective Time; provided, that such exercise price and number of shares under each Converted Option will be determined in a manner consistent with any applicable requirements of Section 409A of the Code and the applicable regulations thereunder.

8. Approval. This Agreement and Plan of Merger has been approved by the Board of Directors of the Corporation, the Manager of the LLC, and the requisite number of shareholders of the Corporation and members of the LLC necessary under applicable law and each of the Corporation's and the LLC's charter and/or organizational documents.

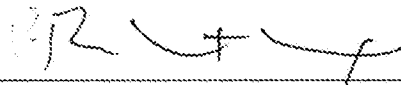
9. Representations and Warranties. Each of the Equity Holders hereby represents and warrants that (i) such Equity Holder has the authority to enter into this Agreement, (ii) such Equity Holder (if applicable) owns all outstanding equity of the Corporation held by such Equity Holder free and clear of any liens or encumbrances, and (iii) such Equity Holder owns all outstanding equity of the LLC held by such Equity Holder free and clear of any liens or encumbrances.

10. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the consent of the shareholders and directors of the Corporation and the Manager of the LLC.

11. Counterparts. This Agreement may be executed in counterparts, and by facsimile or other electronic means.

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed by the parties hereto on the date first above written.

IMPOSSIBLE OBJECTS, INC.

By:   
Print Name: Robert Swartz  
Title: Chairman

IMPOSSIBLE OBJECTS, LLC

By:   
Print Name: Lawrence Kaplan  
Title: Manager