

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6983212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME	
<b>EFFECTIVE DATE:</b>	07/16/2020	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ARAGON SEATING, LLC	07/16/2020
<b>NEWLY MERGED ENTITY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VIP LUXURY SEATING, LLC	07/16/2020
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>		
<b>Name:</b>	VIP LUXURY SEATING, LLC	
<b>Street Address:</b>	101 INDUSTRIAL BOULEVARD	
<b>City:</b>	NEW ALBANY	
<b>State/Country:</b>	MISSISSIPPI	
<b>Postal Code:</b>	38652	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16724121
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(301)762-6203	
<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>	3013409343	
<b>Email:</b>	sweinrieb@gmail.com	
<b>Correspondent Name:</b>	STEVEN W WEINRIEB	
<b>Address Line 1:</b>	LAW OFFICES OF STEVEN W. WEINRIEB	
<b>Address Line 2:</b>	8717 COLD SPRING ROAD	
<b>Address Line 4:</b>	POTOMAC, MARYLAND 20854	
<b>ATTORNEY DOCKET NUMBER:</b>	475-005-1	
<b>NAME OF SUBMITTER:</b>	STEVEN W. WEINRIEB	
<b>SIGNATURE:</b>	/STEVEN W. WEINRIEB/	
<b>DATE SIGNED:</b>	10/22/2021	

**Total Attachments: 10**

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**F0013**  
**Fee: \$ 50**



**Michael Watson**  
SECRETARY OF STATE

**2020268661**

Filed: 07/16/2020 04:25 PM  
Michael Watson  
Secretary of State

**Articles of Merger**

**Effective Date of Merger:** 07/16/2020

**Merging Business(es)**

<b><i>Business ID</i></b>	<b><i>Name of Entity</i></b>	<b><i>Entity Type</i></b>	<b><i>State</i></b>
1214997	Aragon Seating, LLC	Limited Liability Company	MS

**Survivor Details**

***Business ID:*** 1217690                      ***Business Name:*** VIP Luxury Seating, LLC  
***State:*** MS    ***Entity Type:*** Limited Liability Company

A statement that the plan or merger was approved by shareholders and members or that shareholder/member approval was not required signed by a representative of each company involved in the merger must be attached.

**AGREEMENT AND PLAN OF MERGER OF  
ARAGON SEATING, LLC  
A MISSISSIPPI LIMITED LIABILITY COMPANY, WITH AND INTO  
VIP LUXURY SEATING, LLC  
A MISSISSIPPI LIMITED LIABILITY COMPANY**

July 16, 2020

WHEREAS, Aragon Seating, LLC ("*Aragon*") is a Mississippi limited liability company, having the undersigned as its managers; and

WHEREAS, VIP Luxury Seating, LLC ("*VIP*") is a Mississippi limited liability company, having the undersigned as its managers; and

WHEREAS, Aragon and VIP, through their members and managers, believe that it would be in the best interest of Aragon and VIP to merge in order to ensure the continued viability of Aragon and VIP; and

WHEREAS, the merger is permitted under Section 79-29-221 of the Mississippi Code of 1972, as amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and Plan of Merger (this "*Plan*"), the parties hereto agree as follows:

1. Plan of Merger. The names of the limited liability companies proposing to merge pursuant to Section 79-29-221 of the Mississippi Code of 1972, as amended, are **Aragon Seating, LLC**, a Mississippi limited liability company, and **VIP Luxury Seating, LLC**, a Mississippi limited liability company. The surviving entity of the merger will be **VIP Luxury Seating, LLC**, a Mississippi limited liability company.

2. Identity of Equity Owners of VIP and Aragon:

- a. The total issued and outstanding membership interests of VIP are owned as follows:

<u>Member</u>	<u>Membership Interest</u>
JESS Capital Holdings, LLC	100%

- b. The total issued and outstanding membership interests of Aragon are owned as follows:

<u>Member</u>	<u>Membership Interest</u>
JESS Capital Holdings, LLC	100%

3. Manner and Basis of Converting Membership Interests. The ownership of Aragon is identical to the ownership of VIP. Accordingly, no additional membership interest

will be issued by VIP upon consummation of the merger. On the effective date of the merger, the interest of each member in Aragon shall be canceled and the outstanding membership interest of the member of VIP shall remain outstanding in the surviving company.

4. Effective Date. The merger shall become effective at midnight on the date of the filing of the Certificate of Merger, along with a copy of this Plan, with the Secretary of State of Mississippi (the "*Effective Date*").

5. Terms, Conditions and Effects of the Merger. The terms of the proposed merger are that VIP and Aragon shall merge pursuant to §79-29-221 of the Mississippi Limited Liability Company Act on the Effective Date. On the Effective Date, the identity, existence, purposes, powers, rights and immunities of the surviving entity (VIP) shall continue unaffected and unimpaired by the merger, and the separate identity, existence, purposes, powers, rights and immunities of the merged entity (Aragon) shall be merged into the surviving entity, and the surviving entity shall be fully vested therewith. The separate legal existence of Aragon shall cease (except insofar as continued by statute) upon the Effective Date.

Upon the Effective Date, all rights, privileges, powers, property and interests of Aragon, including all of the assets and liabilities of Aragon, shall be deemed transferred to and shall vest in VIP without further act or deed, and all claims, demands and every other interest shall be the property of VIP as they were of Aragon. All debts, liabilities, restrictions and duties of Aragon shall attach to VIP and may be enforced against VIP to the same extent as if they had been incurred or contracted by VIP.

If at any time VIP shall determine or be advised that any further assignments or other instruments are necessary or advisable to vest, protect or confer, of record or otherwise the title to any property or rights of Aragon by reason of the merger, Aragon and its member shall execute and deliver all such deeds, assignments and other instruments and do all things necessary to vest, perfect or confirm title to such property or rights in VIP and otherwise to carry out the terms of this Plan. The members, managers, and other representatives of VIP and Aragon are fully authorized to take all other actions and execute other documents which they, in their discretion, deem necessary or desirable in connection with effecting the transactions contemplated by this Plan.

6. Operating Agreement. The operating agreement of VIP shall be the operating agreement of the surviving entity from and after the Effective Date.

7. Amendment and Termination. This Plan may be amended, modified, supplemented or terminated only by the written consent of all parties to this Plan.

8. Severability. If any provision of this Plan is rendered or declared to be invalid by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the parties hereto will promptly meet and negotiate substitute provisions for those rendered or declared invalid, but all the remaining provisions in this Plan shall remain in full force and effect.

9. Captions. The headings and captions of this Plan are inserted for convenience and reference only and shall not be deemed a part hereof in the construction or interpretation hereof.

10. Counterparts. This Plan may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed counterparts delivered by electronic mail, facsimile, or similar means of electronic transmission shall have the same force and effect as an original document. Original documents or signatures shall not be required. Any electronic signature of this Plan shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by law, including the Federal Electronic Signatures in Global and National Commerce Act or state law based on the Uniform Electronic Transactions Act.

11. Governing Law. This Plan shall be governed by the laws of the State of Mississippi.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, VIP Luxury Seating, LLC and Aragon Seating, LLC have each caused this Plan of Merger to be signed by its respective managers as of the date set forth above.

VIP LUXURY SEATING, LLC, a  
Mississippi limited liability company

By: Edward O. Powell  
Edward O. Powell, Manager

By: AS  
Stephen L. Simons, Manager

By: \_\_\_\_\_  
Justin Simons, Manager

By: \_\_\_\_\_  
Stephen Lake, Manager

ARAGON SEATING, LLC, a Mississippi  
limited liability company

By: Edward O. Powell  
Edward O. Powell, Manager

By: AS  
Stephen L. Simons, Manager

By: \_\_\_\_\_  
Justin Simons, Manager

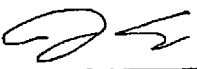
By: \_\_\_\_\_  
Stephen Lake, Manager

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Mississippi limited liability company

By: \_\_\_\_\_  
Edward O. Powell, Manager

By: \_\_\_\_\_  
Stephen L. Simons, Manager

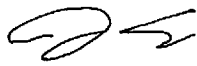
By:  \_\_\_\_\_  
Justin Simons, Manager

By: \_\_\_\_\_  
Stephen Lake, Manager

ARAGON SEATING, LLC, a Mississippi  
limited liability company

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Edward O. Powell, Manager

By: \_\_\_\_\_  
Stephen L. Simons, Manager

By:  \_\_\_\_\_  
Justin Simons, Manager

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Stephen Lake, Manager




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By: \_\_\_\_\_  
Stephen L. Simons, Manager

By: \_\_\_\_\_  
Justin Simons, Manager


By:  \_\_\_\_\_  
Stephen Lake, Manager

**ARAGON SEATING, LLC, a Mississippi  
limited liability company**

By: \_\_\_\_\_  
Edward O. Powell, Manager

By: \_\_\_\_\_  
Stephen L. Simons, Manager

By: \_\_\_\_\_  
Justin Simons, Manager

By:  \_\_\_\_\_  
Stephen Lake, Manager

**CERTIFICATE OF MERGER**

The undersigned, ARAGON SEATING, LLC, a Mississippi limited liability company (“Aragon”), and VIP LUXURY SEATING, LLC, a Mississippi limited liability company (“VIP”), pursuant to Section 79-29-225 of the Mississippi Code of 1972, as amended, hereby execute this Certificate of Merger and set forth:

1. **Names of Entities, Survivor and Effective Date.** The names of the parties to the merger are ARAGON SEATING, LLC, a Mississippi limited liability company, and VIP LUXURY SEATING, LLC, a Mississippi limited liability company. The surviving entity shall be VIP LUXURY SEATING, LLC. The merger shall be effective immediately upon the filing of this Certificate of Merger with the Secretary of State of Mississippi.

2. **Approval of the Plan of Merger.** That certain Agreement and Plan of Merger between Aragon and VIP of even date herewith (the “Plan of Merger”) was duly approved by the members of Aragon and VIP in the manner required by the Revised Mississippi Limited Liability Company Act, its Certificate of Formation and its Operating Agreement.

3. **Authorization.** Aragon and VIP acknowledge and agree that the Plan of Merger and the performance of its terms were duly authorized by all actions required by the laws under which Aragon and VIP were organized and by which they are governed, and by their organizational documents.

4. **Counterparts.** This Certificate of Merger may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed counterparts delivered by electronic mail, facsimile, or similar means of electronic transmission shall have the same force and effect as an original document. Original documents or signatures shall not be required. Any electronic signature of this Certificate of Merger shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by law, including the Federal Electronic Signatures in Global and National Commerce Act or state law based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, Aragon and VIP have each caused this Certificate of Merger to be signed by its respective managers as of July 16, 2020.

VIP LUXURY SEATING, LLC, a Mississippi limited liability company

By: Edward O. Powell  
Edward O. Powell, Manager

By: AS  
Stephen L. Simons, Manager

By: \_\_\_\_\_  
Justin Simons, Manager

By: \_\_\_\_\_  
Stephen Lake, Manager

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By: \_\_\_\_\_  
Stephen L. Simons, Manager

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