

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7768302

| | | |
|---|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | MERGER | |
| EFFECTIVE DATE: | 04/16/2019 | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | HBX, LLC | 04/16/2019 |
| RECEIVING PARTY DATA | | |
| Name: | HBX, INC. | |
| Street Address: | 1902 CAMPUS PLACE, SUITE 12 | |
| City: | LOUISVILLE | |
| State/Country: | KENTUCKY | |
| Postal Code: | 40299 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 17974957 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (202)842-7899 | |
| <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: | 703-456-8000 | |
| Email: | rphelan@cooley.com | |
| Correspondent Name: | COOLEY LLP | |
| Address Line 1: | 1299 PENNSYLVANIA AVENUE | |
| Address Line 2: | SUITE 700, ATTN: PATENT GROUP | |
| Address Line 4: | WASHINGTON, D.C. 20004-2400 | |
| ATTORNEY DOCKET NUMBER: | HBXI-001/12US 341608-2014 | |
| NAME OF SUBMITTER: | C. SCOTT TALBOT | |
| SIGNATURE: | /C. Scott Talbot/ | |
| DATE SIGNED: | 01/30/2023 | |
| Total Attachments: 7 | | |
| source=HBXI-001_12US-Assign2#page1.tif | | |
| source=HBXI-001_12US-Assign2#page2.tif | | |
| source=HBXI-001_12US-Assign2#page3.tif | | |
| source=HBXI-001_12US-Assign2#page4.tif | | |

source=HBXI-001_12US-Assign2#page5.tif

source=HBXI-001_12US-Assign2#page6.tif

source=HBXI-001_12US-Assign2#page7.tif

**ARTICLES OF MERGER
OF
HBX, L.L.C. (a Kentucky limited liability company)
AND
HBX KY, Inc. (a Kentucky corporation)**

Pursuant to the provisions of Kentucky Revised Statutes Section 275.360, the undersigned do hereby certify that:

Article I

The name and jurisdiction of formation or organization of each constituent business entity which is to merge is as follows:

HBX, L.L.C., a limited liability company organized under the laws of the Commonwealth of Kentucky; and

HBX KY, Inc., a corporation incorporated under the laws of the Commonwealth of Kentucky.

Article II

The name of the surviving business entity is HBX, Inc., a Kentucky corporation (the "Surviving Entity").

Article III

The Plan of Merger was duly authorized and approved by each constituent business entity in accordance with Kentucky Revised Statutes Section 275.350. A copy of the executed Plan of Merger is attached hereto as Exhibit A.

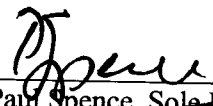
Article IV

The merger shall be effective as of the date of filing of these Articles of Merger.

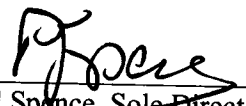
[Remainder of page intentionally blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by their duly authorized representatives as of this 16 day of April, 2019.

HBX, L.L.C.
a Kentucky limited liability company

By: 
Paul Spence, Sole Member
(Merging Entity)

HBX KY, Inc.,
a Kentucky corporation

By: 
Paul Spence, Sole Director
(Surviving Entity)

14666619v1

[Signature page to Articles of Merger of HBX, L.L.C. and HBX KY, Inc.]

EXHIBIT A

Plan of Merger

See attached

PLAN OF MERGER

This Plan of Merger ("Plan of Merger") is made and entered into by and between HBX KY, Inc., a Kentucky corporation (the "Surviving Entity"), and HBX, L.L.C., a Kentucky limited liability company (the "Merging Entity"), effective as of the 16 day of April, 2019.

WITNESSETH:

WHEREAS, the Merging Entity is a limited liability company organized and existing under the laws of the Commonwealth of Kentucky;

WHEREAS, the Surviving Entity is a corporation incorporated and existing under the laws of the Commonwealth of Kentucky; and

WHEREAS, the Sole Director of the Surviving Entity and the Sole Member of the Merging Entity have determined that the merger of the Merging Entity with and into the Surviving Entity, pursuant to the terms and conditions set forth herein, is desirable and in the best interests of the Surviving Entity and the Merging Entity.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. On the Effective Date (as hereinafter defined), the Merging Entity shall be merged with and into the Surviving Entity pursuant to the provisions of (and with the effect provided in) the Kentucky Limited Liability Company Act (said transaction being hereinafter referred to as the "Merger"). On the Effective Date, the separate legal existence of the Merging Entity shall cease and the Surviving Entity shall continue unaffected and unimpaired by the Merger. On the Effective Date, the membership interests in the Merging Entity outstanding immediately prior to the Effective Date shall be cancelled without consideration, and the issued shares of the Surviving Entity shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Date shall continue to represent one issued share of the Surviving Entity.

2. Effective Date. The Merger shall be effective on the date of filing of the Articles of Merger between the Merging Entity and the Surviving Entity (the "Effective Date").

3. Surviving Entity.

a. Articles of Incorporation. The Articles of Incorporation of the Surviving Entity shall, upon the Effective Date, continue to be the Articles of Incorporation of said Surviving Entity and shall continue in full force and effect until amended in accordance with applicable law, except that Article I of the Surviving Entity's Articles of Incorporation is hereby amended to read in its entirety as follows:

Article I: The name of the corporation is HBX, Inc.

b. Bylaws. The Bylaws of the Surviving Entity as in force and effect upon the Effective Date of the Merger shall continue to be the Bylaws of said Surviving Entity and shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by applicable law.

c. Directors and Officers. The directors and officers of the Surviving Entity in office upon the Effective Date of the Merger shall continue to be the directors and officers of the Surviving Entity until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Entity.

4. Limited Liability Retained. The Surviving Entity shall retain its limited liability.

5. Transfer and Conveyance of Assets and Assumption of Liabilities. On the Effective Date, the Surviving Entity shall possess all of the rights, privileges and powers of the Merging Entity, and all of the assets and property of whatever kind and character of the Merging Entity, without further transfer, act, or deed; and thereafter, the Surviving Entity shall be liable for all of the liabilities and obligations of the Merging Entity.

6. Conditions to the Merger. The obligations of the Surviving Entity and the Merging Entity to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Date: (i) no provision of any applicable law or regulation, and no judgment, injunction, order, or decree, shall prohibit the consummation of the Merger; and (ii) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

7. Termination. This Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Date (i) by mutual written consent of the Merging Entity and the Surviving Entity, or (ii) by either the Merging Entity or the Surviving Entity if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order, or decree enjoining the Surviving Entity or the Merging Entity from consummating the Merger is entered and such judgment, injunction, order, or decree shall become final and nonappealable. If this Plan of Merger is terminated in accordance with the provisions hereof, this Plan of Merger shall be void and of no effect, with no liability on the part of any parties hereto.

8. Authorization. The Sole Member of the Merging Entity and the Sole Director of the Surviving Entity, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan or required to effectuate the Merger.

9. Survival of Representations and Warranties. The representations and warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Date or the termination of this Plan of Merger.

10. Amendments; No Waivers.

a. Any provision of this Plan of Merger may, subject to applicable law, be amended or waived prior to the Effective Date if such amendment or waiver is in writing and signed by each of the parties hereto.

b. No failure or delay by any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.

11. Integration. All prior or contemporaneous agreements, contract, promises, representations, and statements, if any, between the parties hereto or their representatives, are merged into this Plan of Merger, and this Plan of Merger shall constitute the entire understanding between the parties hereto with respect to the subject matter hereof.

12. Successors and Assigns. The provisions of this Plan of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate, or otherwise transfer any of its rights or obligations under this Plan of Merger without the consent of the other party hereto.

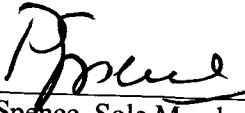
13. Further Assurances. If at any time the Surviving Entity shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in the Surviving Entity title to any property or rights of the Merging Entity, or otherwise carry out the provisions hereof, the proper representatives of the Merging Entity as of the Effective Date, and thereafter the proper representatives of the Surviving Entity (acting on behalf of Merging Entity) shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in the Surviving Entity and otherwise carry out the provisions hereof.

[Remainder of page intentionally blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed by their duly authorized representatives as of the day and year first above written.


HBX, L.L.C.

a Kentucky limited liability company

By: 
Paul Spence, Sole Member
(Merging Entity)

HBX KY, Inc.,

a Kentucky corporation

By: 
Paul Spence, Sole Director
(Surviving Entity)

14666799v1

[Signature page to Plan of Merger of HBX, L.L.C. and HBX KY, Inc.]