

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI545983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/26/2019
CONVEYING PARTY DATA	
Name	Execution Date
Narragansett Bag Company LLC	02/08/2019
Knack, Inc.	02/08/2019
RECEIVING PARTY DATA	
Company Name:	Knack, Inc.
Street Address:	200 MIDDLE HIGHWAY, #375
City:	Barrington
State/Country:	RHODE ISLAND
Postal Code:	02806
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15944388
CORRESPONDENCE DATA	
Fax Number:	6177375020
<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:	6177375010
Email:	pgordon@patentgc.com,docketing@patentgc.com
Correspondent Name:	Peter J. Gordon
Address Line 1:	3133 W. Frye Road, Suite 400
Address Line 4:	Chandler, ARIZONA 85226
ATTORNEY DOCKET NUMBER:	Knack-01US01
NAME OF SUBMITTER:	Peter Gordon
SIGNATURE:	Peter Gordon
DATE SIGNED:	10/07/2024
Total Attachments: 10	
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page1.tiff	
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page2.tiff	
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page3.tiff	
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page4.tiff	

source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page5.tiff
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page6.tiff
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page7.tiff
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page8.tiff
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page9.tiff
source=Articles of Merger_RI_Knack Inc_Narragansett Bag Company LLC_File stamped#page10.tiff



State of Rhode Island and Providence Plantations

Department of State - Business Services Division**Application for Articles of Merger**

DOMESTIC or FOREIGN Business Corporation, Limited Partnership,

Limited Liability Company or Non-Profit Corporation

 RECEIVED
 SECRETARY OF STATE
 CORPORATIONS DIV

2019 FEB 26 PM 4:14

STAMP
 FOR
 SECRETARY OF STATE
 USE ONLY

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Limited Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

Pursuant to the provisions of RIGL 7, the undersigned entities submit the following Articles of Merger ☒ or Consolidation ☐ for the purpose of merging or consolidating them into one entity:

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE *under which entity is organized
001670171	Narragansett Bag Company LLC	LLC	RI (001670171)
001688201	Knack Inc.	Corporation	DE (001688201)

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving entity is:

Knack Inc.

which is to be governed by the laws of the state of:

DE

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation **MUST** be attached.

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

MAIL TO:

Division of Business Services

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: www.sos.ri.gov**FILED**

FEB 26 2019

4:14 **STAMP****PATENT****REEL: 068814 FRAME: 0441**

g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

☒ Date received (Upon filing)

☐ Later effective date (see instructions) _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL 7-1.2.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL 7-1.2, with respect to dissenting shareholders.

b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is:

ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):

c. As required by RIGL 7-1.2-1003, the corporation has paid all fees and taxes.

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL 7-6.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such nonprofit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO RIGL 7-13.

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

Narragansett Bag Company LLC

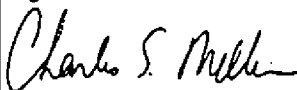
Type or Print Name of Person Signing

Charles S. Mellen

Title of Person Signing

Managing Member

Signature



SIGN DOCUMENT HERE

Date

Feb 8, 2019

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

Knack Inc.

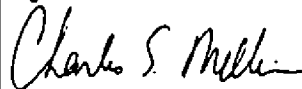
Type or Print Name of Person Signing

Charles S. Mellen

Title of Person Signing

President & CEO

Signature



SIGN DOCUMENT HERE

Date

Feb 8, 2019

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of Feb 8, 2019, between Narragansett Bag Company, LLC, a limited liability company organized under the laws of the State of Rhode Island ("NBC"), and Knack Inc., a corporation organized under the laws of the State of Delaware ("Knack", together with NBC the "Constituent Companies"). NBC is hereinafter also sometimes referred to as the "Merged Company" and Knack is hereinafter also sometimes referred to as the "Surviving Corporation".

WITNESSETH

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that NBC be merged with and into Knack under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Delaware General Corporation Law and the Rhode Island Limited Liability Company Act;

WHEREAS, by its Certificate of Incorporation, has an authorized capital stock consisting of consisting of ten million (10,000,000) shares of Common Stock, \$0.00001 par value per share (the "Common Stock"), 2,812,500 Common shares of which are outstanding, and 3,997,489 shares of Preferred Stock, \$0.00001 par value per share (the "Preferred Stock"), all of which are outstanding;

WHEREAS, the membership percentage interests of NBC, all of which are entitled to vote, ("NBC Interests"), are as follows:

MEMBER	NBC INTEREST
Knack Inc.	100%

WHEREAS, the registered office of NBC in the State of Rhode Island is 2 Nayatt Point Court, Barrington, RI 02806 and the registered office of Knack in the State of Delaware is located at 1201 North Market Street, 18th Floor, Post Office Box 1347, in the City of Wilmington, County of New Castle 19801.

NOW, THEREFORE, the Constituent Companies, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements, and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the Effective Time, NBC shall be merged into Knack and Knack shall be the Surviving Corporation. The separate existence of NBC shall cease at the Effective Time, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Corporation.

SECOND: This Agreement and Plan of Merger shall

PATENT

REEL: 068814 FRAME: 0444

any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Rhode Island Limited Liability Company Act, and the Delaware General Corporation Law, are accepted for filing by the appropriate office of the State of Rhode Island and the State of Delaware, respectively. The time of such effectiveness is hereinafter called the "Effective Time". The date on which the Effective Time occurs is referred to herein as the "Effective Date".

THIRD: The Certificate of Incorporation of Knack shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended, or repealed as provided therein or in accordance with the law.

FOURTH: The purpose of the Surviving Corporation should be to design, manufacture, and sell bags and other products at wholesale and retail; and to do any and all acts and things permitted to be done by a corporation within the State of Delaware, pursuant to the provisions of the Delaware General Corporation Law.

FIFTH: The terms and conditions of the merger are as follows:

(a) On the Effective Date, the NBC Interests shall automatically, by virtue of the merger, be cancelled without payment of any consideration therefor and without any conversion thereof.

(a) The Bylaws of the Surviving Corporation in effect prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Surviving Corporation immediately prior to the Effective Time and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

(c) At and after the Effective Time, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liability and duties had been incurred or

PATENT

REEL: 068814 FRAME: 0445

contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Companies acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Company and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(e) This Agreement and Plan of Merger shall be submitted to the members of the Merged Company and the stockholders of the Surviving Corporation as and to the extent provided by law.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Corporation, acting by its members (in the case of NBC) or its Board of Directors (in the case of Knack), at any time prior to its adoption by members (in the case of NBC) or stockholders (in the case of Knack) as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, each acting by its members (in the case of NBC) or its Board of Directors (in the case of Knack), at any time after such adoption by such members or stockholders and prior to the Effective Time. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or of its members or managers (in the case of NBC) or Board of Directors or stockholders (in the case of Knack).

(g) This Agreement and Plan of Merger constitutes a Plan of Reorganization, as well as a Plan of Merger, to be carried out in the manner, on the terms, and subject to the conditions herein set forth.

(h) All acts, plans, policies, approvals, and authorizations of NBC, its members, shareholders, committees elected or appointed by its managers, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on NBC.

(i) From and after the Effective Time, the officers and directors of the Surviving Corporation are hereby authorized in the name of the limited liability company and corporation that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies

PATENT

REEL: 068814 FRAME: 0446

Agreement and Plan of Merger.

SIXTH: The Surviving Corporation agrees to appoint, and hereby appoints irrevocably, the Secretary of the State of Rhode Island as its true and lawful attorney upon whom all lawful process in any action or proceeding in the State of Rhode Island may be served as provided pursuant to Rhode Island Limited Liability Company Act §7-16-64. Such process shall be mailed to:

Knack Inc.
c/o Howell Legal Inc.
26 Bridge Street, Unit 540B
Providence, RI 02903

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by duly adopted resolutions, have caused this Agreement and Plan of Merger to be executed by the individuals listed below, and that their signatures shall constitute the affirmation or acknowledgment of the signatories, under penalties of perjury, that the execution of this Agreement is the act and deed of each of the parties, respectively, and that the facts stated herein are true.

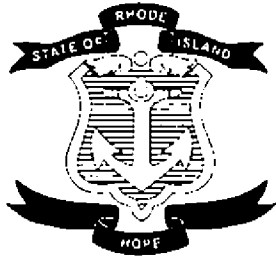
Narragansett Bag Company LLC
a Rhode Island Limited Liability Company

By: Knack Inc., its sole member,

By: Charles S. Mellen
Charles S. Mellen, President & CEO

Knack Inc.
a Delaware Corporation

By: Charles S. Mellen
Charles S. Mellen, President & CEO



STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

NARRAGANSETT BAG COMPANY LLC
ATTN: CHARLES S. MELLEN
200 MIDDLE HWY UNIT 375
BARRINGTON, RI 02806-7716

LETTER OF GOOD STANDING

It appears from our records that **NARRAGANSETT BAG COMPANY LLC** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date.

NARRAGANSETT BAG COMPANY LLC is in good standing with the Rhode Island Division of Taxation as of **02/01/2019**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.


This letter is issued pursuant to the request of the above-named corporation for the purpose of:

MERGER OF CORPORATIONS RI NON-SURVIVOR

This letter of good standing is valid only for the specific reason listed above and is not valid for any other reason(s).

Very truly yours,


IAN BEAUREGARD
Supervising Revenue Officer


Necna Savage
Tax Administrator



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

February 26, 2019 04:14 PM

A handwritten signature in dark ink, appearing to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

