

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362807

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/19/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ecke Ranch, Inc.		09/12/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dummen NA, Inc,		
<b>Street Address:</b>	5544 Hilliard Rome Office Park		
<b>City:</b>	Hilliard		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43026		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2069064	SUNSCAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4129455933		
<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>	4124718815		
<b>Email:</b>	assignments@webblaw.com		
<b>Correspondent Name:</b>	Julie W. Meder, The Webb Law Firm		
<b>Address Line 1:</b>	420 Fort Duquesne Boulevard, Suite 1200		
<b>Address Line 2:</b>	One Gateway Center		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>ATTORNEY DOCKET NUMBER:</b>	7735-153746		
<b>NAME OF SUBMITTER:</b>	Cecilia R. Dickson		
<b>SIGNATURE:</b>	/CRD/		
<b>DATE SIGNED:</b>	11/18/2015		
<b>Total Attachments: 7</b>			
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UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

ECKE RANCH, INC.

CA Profit Corporation

UBI: 603-318-263

Filing Date: September 19, 2013

Merging Entities:

601-922-837          DUMMEN USA, INC.

Not Qualified in WA    FIDES ORO, INC.



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Kim Wyman".

Kim Wyman, Secretary of State

Date Issued: 9/19/2013

TRADEMARK

REEL: 005671 FRAME: 0635

FILED  
SEP 19 2013  
WA SECRETARY OF STATE

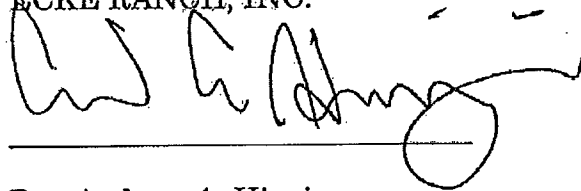
ARTICLES OF MERGER  
OF  
DUMMEN USA, INC.,  
FIDES ORO, INC.  
AND  
ECKE RANCH, INC.

Pursuant to RCW 23B.11.110 of the Washington Business Corporation Act, Ecke Ranch, Inc., as the corporation surviving the merger hereby adopts the following Articles of Merger.

1. **Merging Entities.** The names of the entities involved in the merger are DUMMEN USA, INC., a Washington corporation, ECKE RANCH, INC., a California Corporation, and FIDES ORO, INC., a California corporation.
2. **Plan of Merger.** The Agreement and Plan of Merger is attached as Exhibit A to these Articles and is incorporated hereby by reference.
3. **Shareholder Approval.** The merger was duly approved by the shareholders of Dummen USA, Inc., Fides Oro, Inc. and Ecke Ranch, Inc., each pursuant to RCW 23B.11.030.
4. **Effective Date.** Pursuant to the Agreement and Plan of Merger, the merger shall become effective on October 1, 2013.

DATED this 12 day of September, 2013.

ECKE RANCH, INC.



By: Andrew A. Higgins

Its: President/CEO

EXHIBIT A

**AGREEMENT and PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of September 12, 2013 is among ECKE RANCH, INC., a California corporation ("Ecke"), FIDES ORO, INC., a California corporation ("Fides") and DUMMEN USA, INC., a Washington corporation ("Dummen"). Collectively, Ecke, Fides and Dummen are referred to in this Agreement as the "Constituent Corporations."

**RECITALS:**

A. Ecke has represented that it is a California corporation authorized to issue One Thousand (1000) common shares without par value, of which there is outstanding on the date of this Agreement One (1) common share.

B. Fides has represented that it is a California corporation authorized to issue Ten Thousand (10,000) common shares without par value, of which there is outstanding on the date of this Agreement One Thousand (1000) common shares.

C. Dummen has represented that it is a Washington corporation authorized to issue Four Thousand (4000) common shares without par value, of which there is outstanding on the date of this Agreement Four Thousand (4000) common shares.

D. All outstanding shares of each Constituent Corporation are owned by ECKE RANCH B.V., a private company with limited liability incorporated under the laws of the Netherlands ("Parent").

E. The parties intend that upon the effective date of the Merger, Ecke will be the surviving corporation in the Merger and Fides and Dummen will become the disappearing corporations in the Merger.

**AGREEMENT**

Ecke, Fides and Dummen agree to merge on and subject to the following terms and conditions:

1. **Merger.** On the Effective Date (as defined in Section 7, below) Fides and Dummen shall merge with and into Ecke (the Merger); the corporate existence of Ecke as a California corporation shall continue; and the separate corporate existence of Fides and Dummen shall cease. The corporate identity, existence, name, purposes, franchises, powers, rights, and immunities of Ecke shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, franchises, powers, rights, and immunities of each of Fides and Dummen shall vest in Ecke. Ecke shall be subject to all of the debts and liabilities of Fides and Dummen as if Ecke had itself incurred them and all rights of creditors and all liens upon the property of each of Ecke, Fides and Dummen shall be preserved unimpaired,

provided that liens, if any, upon the property of Fides and Dummen shall be limited to the property affected by those liens immediately prior to the Effective Date.

2. **Amendment to the Articles of Incorporation of Ecke**, Article I of the articles of incorporation of Ecke is amended as of the Effective Date to be:

"I

The name of the Corporation is Dummen NA, Inc."

Except as so amended, the articles of incorporation of Ecke in effect on the Effective Date, shall be and shall remain its articles of incorporation (until amended or repealed as provided by law).

3. **Bylaws**, The bylaws of Ecke, as in effect on the Effective Date, shall be and shall remain (until amended or repealed as provided by law) its bylaws.

3. **Directors and Officers**, The directors and officers of Ecke from and after the Effective Date (until changed in accordance with applicable law and the articles of incorporation and bylaws of Ecke) shall be:

**Directors:** Andrew A. Higgins and Steven E. Rinehart

**Officers:** President/CEO - Andrew A. Higgins  
Secretary - Steven E. Rinehart  
Chief Financial Officer - Leslie Morgan

4. **Effect of Merger on Outstanding Shares**.

(a) **Ecke**, The shares of Ecke outstanding on the Effective Date shall not be changed or converted as a result of the Merger but shall remain outstanding as shares of Ecke.

(b) **Fides**, On the Effective Date, each issued and outstanding common share of Fides shall be deemed cancelled without consideration.

(b) **Dummen**, On the Effective Date, each issued and outstanding common share of Dummen shall be deemed cancelled without consideration.

5. **Stockholder Approval**, Each party acknowledges that Parent has, or will as soon as practicable, take the necessary action to approve this Agreement.

6. **Surrender of Share Certificates**, After the Effective Date, all outstanding certificates evidencing common shares of Fides and Dummen shall be surrendered to the appropriate agent and endorsed to show their cancellation pursuant to the merger.

7. **Effective Date**, The Constituent Corporations shall each take or cause to be taken all such actions, or do or cause to be done all such things, as are necessary, proper, or advisable under the laws of the States of California and Washington to make effective the Merger provided in this Agreement, subject, however, to receipt of any required approval by outstanding shares of any party in accordance

with California and Washington law and subject also to compliance with all other applicable laws. Unless this Agreement shall be terminated in accordance with its provisions, each Constituent Corporation agrees to use its best efforts, subject to the foregoing conditions, to take or cause to be taken all actions as set forth above. Upon compliance with applicable laws and upon receipt of any required approval of the outstanding shares of either party, a copy of this Agreement with an officers' certificate of each Constituent Corporation as required by Section 1103 of the California Corporations Code shall be filed in the office of the California Secretary of State. The Merger shall become effective upon the later of (a) such filing or (b) October 1, 2013. The date on which the Merger becomes effective is referred to in this Agreement as the "Effective Date." Appropriate Articles of Merger shall also be filed in the office of the Secretary of State of Washington as required by Washington law.

**B. Termination or Abandonment.** This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date by the mutual consent of the respective boards of directors of the Constituent Corporations.

**9. Other Provisions.**

(a) **Governing Law.** This Agreement and Plan of Merger shall be governed by the laws of California applicable to contracts made and to be performed in California.

(b) **Entire Agreement.** This Agreement contains the entire agreement of the parties to this Agreement, supersedes any prior written or oral agreements between them concerning the subject matter contained in this Agreement.

(c) **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts and as executed shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement. Transmittal and receipt of an electronic or facsimile copy of this Agreement with electronic or facsimile signature(s) shall be binding on all of the parties, with the original executed Agreement signature pages to be subsequently delivered via regular mail. Failure to deliver or receive an original signature copy shall have no effect on the binding and enforceable nature of this Agreement.

(d) **Further Assurances.** From time to time as may be requested Ecke, Fides and Dummen each shall execute and deliver all such documents and instruments and take all such action as Ecke may request in order to vest or evidence the vesting in Ecke of title to and possession of all rights, properties, assets, and business of Fides and Dummen, or otherwise to carry out the full intent and purpose of this Agreement.

IN WITNESS WHEREOF, Fides, Dummen and Ecke have caused this Agreement and Plan of Merger to be executed as of the day and year first above written.

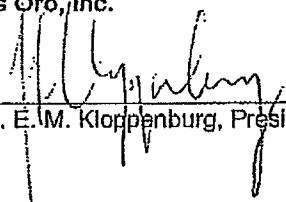
Ecke Ranch, Inc.

By   
Andrew A. Higgins, President

and

By   
Steven E. Rinehart, Secretary

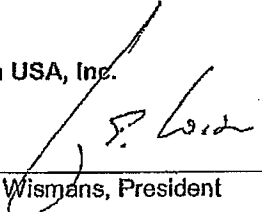
Fides Oro, Inc.

By   
H. E. M. Kloppenburg, President

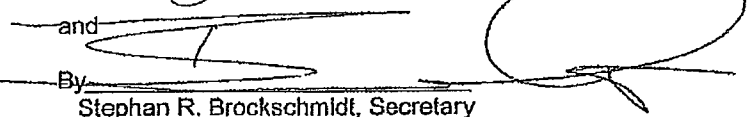
and

By \_\_\_\_\_  
Mark Schermer, Secretary

Dummen USA, Inc.

By   
Perry Wismans, President

and

By   
Stephan R. Brockschmidt, Secretary



**Fides Oro, Inc.**

By \_\_\_\_\_  
H. E. M. Kloppenburg, President

and

By  \_\_\_\_\_  
Mark Schermer, Secretary

**Dummen USA, Inc.**

By \_\_\_\_\_  
Perry Wismans, President

and

By \_\_\_\_\_  
Stephan R. Brockschmidt, Secretary