

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Applied Sunshine		01/01/2017	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gosun Inc.		
<b>Street Address:</b>	1217 Ellis St,		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45223		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5223070	GOSUN	
<b>Registration Number:</b>	5155454	GO SUN DOGGER	
<b>Registration Number:</b>	4968146	GO SUN GRILL	
<b>Registration Number:</b>	4968143	GO SUN SPORT	
<b>Registration Number:</b>	4683551	GO SUN STOVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4127653730		
<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>	4127653700		
<b>Email:</b>	lkroeck@ambylaw.com		
<b>Correspondent Name:</b>	Patrick Sherwin		
<b>Address Line 1:</b>	1217 Ellis St		
<b>Address Line 4:</b>	Cincinnati, OHIO 45223		
<b>NAME OF SUBMITTER:</b>	Louis Kroeck		
<b>SIGNATURE:</b>	/Louis Kroeck/		
<b>DATE SIGNED:</b>	06/15/2017		
<b>Total Attachments: 14</b>			
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## PLAN AND AGREEMENT OF REORGANIZATION

This Plan and Agreement of Reorganization (the "Agreement") is executed as of December 31, 2016, between GoSun Inc., a Delaware corporation (the "Purchaser"); and Applied Sunshine, LLC, an Ohio Limited Liability Corporation (the "Acquired Corporation"); and the shareholders of the Acquired Corporation, listed on the attached Schedule "A" (the "Shareholder")

### RECITALS

- A. This Agreement contemplates reorganizations within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended. The Purchaser will acquire from the Shareholders, all of the issued and outstanding shares of common stock of the Acquired Corporation, in exchange solely for shares of common stock of the Purchaser. Under this Agreement, the Acquired Corporation will become a subsidiary of the Purchaser.
- B. Immediately prior to the Closing of this Agreement, the Shareholder will own 100%, of the Acquired Corporation, being 100% of the issued and outstanding voting stock of the Acquired Corporation. All such shares will be acquired by the Purchaser on the Closing Date.
- C. This Agreement has been approved by the Board of Directors of both the Purchaser and the Acquired Companies.

In order to consummate the Agreement, the Purchaser, the Acquired Corporation and the Shareholders, in consideration of the mutual covenants and on the basis of the representations and warranties set forth, agree as follows:

### **Article 1** **Exchange of Common Stock**

1.1 *Transfer of Acquired Corporation's Common Stock.* Subject to the terms and conditions of this Agreement, the Shareholders will transfer and deliver to the Purchaser on the Closing Date all of the certificates for shares of common stock of the Acquired Corporation ( "Applied Sunshine LLC"), duly endorsed in blank or accompanied by stock powers duly executed in blank, in proper form for transfer as provided in this Agreement. The number of Shares to be delivered by each Shareholder is set forth opposite the Shareholder name on the attached Schedule "A".

2. *Consideration for Transfer.* In exchange for the Acquired Corporation's shares transferred by the Acquired Corporation pursuant to Paragraph 1.1, Purchaser will issue within seven (7) business days of the acceptance of the above mentioned agreement restricted shares of Common Stock and immediately deliver to the Shareholders of APPLIED SUNSHINE, LLC 8,300,000 shares of the Purchaser (the "GOSUN INC. shares").

1.3 *Distribution of the GOSUN INC. shares.* The GOSUN INC. shares will be issued on a pro rata basis between/among the Stockholders at the Closing.

1.4 *Closing Date.* Subject to the conditions precedent set forth in this Agreement, and the other obligations of the parties set forth in this Agreement, the Plan of Reorganization shall be consummated at the offices of the Purchaser 1217 ELLIS CINCINNATI, OHIO , 45223 within seven (7) business days, (at the hour of 10:00 a.m. Pacific Time, or at any other place and date as the parties fix by mutual consent). Consummation shall include the delivery by the Shareholders of all the APPLIED SUNSHINE LLC shares, as provided in Paragraph 1.1 of this Agreement, and delivery by the Purchaser of the GOSUN INC. shares, as provided in Paragraph 1.2 and Paragraph 1.3 of this Agreement. The date of the consummation of this Agreement is called the "Closing Date."

**Article 2**  
**Representations And Warranties of the**  
**Acquired Corporation**

2.1 *Organization and Standing of Acquired Corporation.* The Acquired Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio with corporate power to own property and carry on its business as it its now being conducted.

2.2 *Capitalization.* The Acquired Corporation has an authorized capitalization of 100% of shares in capital stock, all of one class, no par value, and as of the date of this Agreement all shares are issued and outstanding, fully paid, and non-assessable. There are no outstanding subscriptions, options, contracts, commitments, or demands relating to any authorized but unissued stock of the Acquired Corporation or other agreements of any character under which the Acquired Corporation would be obligated to issue or purchase shares of its capital stock.

2.3 *Authorization.* The execution, delivery and performance by the Acquired Corporation of this Agreement and the consummation by the Acquired Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by the Acquired

Corporation and constitutes the valid and binding obligations of the Acquired Corporation enforceable in accordance with its terms. The Execution, delivery and performance of the transactions contemplated by this Agreement and compliance with its provisions by the Acquired Corporation will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or require a consent or waiver under, the Articles of Incorporation or Bylaws (each as amended to date) or any indenture, lease, agreement or other instrument to which the Acquired Corporation is party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to the Acquired Corporation.

2. *Governmental Consents.* No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of the Acquired Corporation in connection with the execution and delivery of this Agreement; the offer, issuance, sale and delivery of the APPLIED SUNSHINE LLC Shares; or the other transactions to be consummated at the Closing, as contemplated by this Agreement, except such filings as will have been made prior to and will be effective on and as of the Closing Date.

2.1. *Litigation.* There is no action, suit or proceeding, or governmental inquiry or investigation, pending, or, to the Acquired Corporation's knowledge, any basis therefore or thereof, against the Acquired Corporation, that questions the validity of this Agreement or the right of the Acquired Corporation to enter into or perform this Agreement, or that could reasonably be expected to have, either individually or in the aggregate, any material adverse effect on the Acquired Corporation or this Agreement.

2.2. *Conduct of Business by Acquired Corporation Pending Closing.* During the period commencing on the date hereof and continuing through the Closing Date, the Acquired Corporation shall have:

(a) maintained all qualifications to transact business and remained in good standing in the State of Ohio and in such other jurisdictions in which it owns or leases any property, or conducts any business so as to require such qualifications.

(b) conducted its business in, and only in, the ordinary course and, to the extent consistent with such business, shall have preserved intact its current business organization and its properties and assets in good condition and repair.

(c) not (i) amended its articles of incorporation or bylaws, (ii) acquired by merging or consolidating with, or agreeing to merge or consolidate with, or purchased substantially all of the stock or assets of, or acquired , any business or any corporation, partnership, associations, or other business organization nor division thereof, (iii) entered into any partnership or joint venture, (iv) declared, set aside, made or paid any dividend or other distribution in respect of its capital stock or purchased or redeemed, directly or indirectly, any shares of its capital stock, (v) issued or sold any shares of its capital stock of any class or any options, warrants, conversion or other rights purchase any such shares or any securities convertible into or exchangeable for such shares or (vi) liquidated or dissolved or obligate themselves to do so.

(d) not incurred any indebtedness, sold any debt securities or lent money to or guaranteed the indebtedness of any person or restructured or refinanced their existing indebtedness or paid any intercompany debt.

(e) not made any change in the accounting principles, methods, records or practices followed by them or depreciation or amortization policies or rate heretofore adopted by it.

(f) complied promptly with all requirements that applicable law may impose upon it in its operations and with respect to the transactions contemplated by this Agreement.

(g) not have sold, transferred, licensed, leased, or otherwise disposed of, or suffered or caused the encumbrance by lien upon any of their properties or assets, tangible or intangible, or any interest therein.

(h) not terminated or modified any agreement to which it is a party and shall have met all of its contractual obligations in accordance with its respective terms.

(i) not canceled, compromised, released or discharged any claim upon or against any person or entity or waived any right .

(j) maintained any insurance policies in full force and effect and shall not have been done, permitted or willingly allowed to be done any act by which any of the insurance policies may be suspended, impaired, or canceled.

(kl) not canceled, compromised, released or discharged any claim upon or against any person or entity or waived any right.

(l) maintained in full force and effect, and complied with, all permits.

2.3. *Conduct of Business* by the Applied Sunshine LLC Subsidiary Post Closing. Effective on the Closing Date, all cash, accounts receivable, revenues and other income produced by the APPLIED SUNSHINE, LLC subsidiary will be forwarded to the Purchaser, who will administer the financial affairs of the subsidiary. The parties agree and understand that all expenses of the subsidiary, including wages and salaries to its officers, directors, and employees, will be paid from revenues generated by the subsidiary and not from operating funds of the Purchaser.

2.4. *Assets and Liabilities*. The Acquired Corporation represents and warrants that, as of the Closing Date, the assets, rights, properties, obligations, and liabilities described in Exhibit 2.8 shall be owned by the Purchaser.

2.5. *Finders' Fees*. There are no finder's fees.

### **Article 3**

#### **Representations And Warranties of Purchaser**

3.1 *Organization and Standing of Purchaser*. Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of DELAWARE, with corporate power to own property and carry on its business as it is now being conducted. Copies of the articles of incorporation of Purchaser, that have been certified by the Secretary of State of DELAWARE are complete and accurate as of the date of this Agreement.

3.2 *Capitalization*. Purchaser has an authorized capitalization of Ten Million (10,000,000) shares of common stock of the par value of \$0.0001 per shares, and these shares are issued and fully paid as of the date of this Agreement.

3.3 *Authorization*. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by the Purchaser and constitutes the valid and binding obligations of the Purchaser enforceable in accordance with its terms. The execution, delivery and performance of the transactions contemplated by this Agreement and compliance with its provisions by the Purchaser will not violate any provision of law and will not conflict with or result in any breach of any of the terms,

conditions or provisions of, or constitute a default under, or require a consent or waiver under, the Articles of Incorporation or Bylaws (each as amended to date) or any indenture, lease, agreement or other instrument to which the Purchaser is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to the Purchaser.

3.4 *Governmental Consents.* No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of the Purchaser in connection with the execution and delivery of this Agreement; the offer, issuance, sale and delivery of the GOSUN INC. shares; or the other transactions to be consummated at the Closing, as contemplated by this Agreement, except such filings as will have been made prior to and will be effective on and as of the Closing.

3.5 *Litigation.* There is no action, suit or proceeding, or governmental inquiry or investigation, pending, or, to the Purchaser's knowledge, any basis therefore or thereof, against the Purchaser, that questions the validity of this Agreement or the right of the Purchaser to enter into or perform this Agreement, or that could reasonably be expected to have, either individually or in the aggregate, any material adverse effect on the Purchaser or this Agreement, except as described in Exhibit 3.5.

#### **Article 4**

##### **Representations and Warranties of the Shareholders**

Each of the Shareholders severally represents and warrants to the Purchaser as follows:

##### 4.1 *Purchase for investments, Sophistications, Etc.*

- (a) Such Shareholder is acquiring the GOSUN INC. shares for his or her own account for investment not as a nominee or agent and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same. Except as contemplated by this Agreement, and the exhibits hereto and thereto, such Shareholder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof. Such Shareholder acknowledges the restrictions on transfer of the GOSUN INC. shares set forth in this Agreement.
- (b) Such Shareholder understands the GOSUN INC. shares are not registered under the Securities Act of 1933, as amended (the "Securities Act") for the reason that the offer and sale of GOSUN INC.



Shares provided for in this Agreement and the issuance of securities hereunder is exempt from registration under one or more exemptions from registration pursuant to the Securities Act, including pursuant to Section 4(2) thereof, and that the Purchaser's reliance on such exemption is predicated in part on such Shareholder's representations set forth herein.

- (c) Such Shareholder believes that such Shareholder has received all the information that Such Shareholder considers necessary or appropriate for deciding whether to purchase the GOSUN INC. shares. Such Shareholder has had an opportunity to ask questions and receive answers from the Purchaser regarding the terms and conditions of the offer and sale of the GOSUN INC. shares and the business, properties, prospects and financial condition of the Purchaser and to obtain additional information (to the extent that the Purchaser possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to such Shareholder or to which such Shareholder has access. The foregoing, however, does not limit or modify the representations or warranties of the Purchaser in Article 3 or the right of the shareholders to rely thereon.
- (d) Such Shareholder is experienced in evaluating and investing in private placement transactions of securities of companies in a similar stage of development to the Purchaser and acknowledges that such Shareholder is able to fend for himself, herself or itself; can bear the economic risk of such Shareholder's investment; and has such knowledge and experience in financial and business matters that such Shareholder is capable of evaluating the merits and risks of the investment in the GOSUN INC. shares.
- (e) Such Shareholder understands that the GOSUN INC. shares may not be sold, transferred, or otherwise disposed of without registration under the Securities Act or an exemption there from and, that in the absence of an effective registration statement covering such GOSUN INC. shares or an available exemption from registration under the Securities Act, the GOSUN INC. shares must be held indefinitely. GOSUN INC. will use its best efforts to maintain its registration under Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act") and will use its best efforts to timely file such information, documents and reports as the Securities and Exchange Commission may require or prescribe under Section 13 of the Exchange Act.

GOSUN INC. will use its best efforts to timely file such information, documents and reports that a corporation subject to Section 13 or 15 (d) (whichever is applicable) of the Exchange Act is required to file. GOSUN INC. acknowledges and agrees that the purposes of the requirements contained in this subsection are to enable the Shareholder to comply with the current public information requirement contained in paragraph © of Rule 144, should such Shareholder ever wish to dispose of any of the securities of GOSUN INC. acquired by it without registration under the Securities Act in reliance upon Rule 144. The Shareholder acknowledges that this subsection does not require GOSUN INC. to file any report with the Securities and Exchange Commission if the filling of such report would involve unreasonable time and expense to GOSUN INC..

2. *Authority.* Such Shareholder has full power and authority to enter into and to perform this Agreement in accordance with its terms, and this Agreement, when executed and delivered, will constitute a valid and legally binding obligation of such Shareholder. Each Shareholder that is a corporation or trust represents that it has not been organized, reorganized, or recapitalized specifically for the purpose of investing in the Purchaser

## **Article 5**

### **Conduct of Business of Purchaser Pending Closing Date**

5.1 *Conduct of Business in Its Ordinary Course.* Purchaser will carry on its business in substantially the same manner as before the date of execution of this Agreement.

5.2 *Satisfy Conditions Precedent.* Purchaser will use its best efforts to satisfy all conditions precedent contained in this Agreement.

## **Article 6**

### **Compliance with Securities Laws**

6.1 *No Transfers in Violation of the 1933 Act.* The Purchaser covenants and represents that none of the shares of GOSUN INC. common Stock that will be issued to the Shareholders pursuant to this Agreement, will be offered, sold assigned, pledged, transferred, or otherwise disposed of except after full compliance with all of the applicable provisions of the Securities Act and the rules and regulations of the Securities and Exchange Commission under the Securities Act. The Shareholders covenant and represent that none of the GOSUN INC. shares that will be transferred to the Purchaser pursuant to this Agreement, will be offered, sold, assigned, pledged, transferred, or

otherwise disposed of except after full compliance with all the applicable provisions of the Securities Act and the rules regulations of the Securities and Exchange Commission under the Securities Act.

2. *Investment Legend on Certificates.* The Shareholders agree that the certificates evidencing the shares of the Purchaser that the Shareholders and finders' will receive under this agreement, and the Purchaser agrees that the certificates evidencing the shares of the Acquired Corporation that the Purchaser will receive under this agreement, will each contain the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF ANY EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER THE SECURITIES ACT OF 1933, OR A PRIOR OPINION OF COUNSEL SATISFACTORY TO THE ISSUER, THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

#### **Article 7**

##### **Actions To Be Taken at the Closing**

The Following actions shall be taken at the Closing, each of which shall be conditioned on completion of the other and shall be deemed to have taken place simultaneously.

1. *Acquired Corporation's Stock Certificates.* The shareholders shall deliver to the Purchaser the stock certificates representing all of the outstanding common stock of the Acquired Corporation, duly endorsed or accompanied by stock powers duly executed in proper form for transfer, in accordance with the terms of Article 1 of this Agreement.
2. *Issuance of New Share Certificates.* The Purchaser shall deliver to the Acquired Corporation stock certificates representing 8,300,000 shares of GOSUN INC. common Stock. The stock shall be issued in the names of each of the Shareholders in the amounts listed opposite their names on Schedule A.
3. *Financial Statements.* No later than January 30 2107, the Acquired Corporation shall provide financial statements (i.e. balance sheet and related statements of earnings, shareholders equity and changes in financial condition) to Purchaser for the most current year and statements through December 31, 2016.

**Article 8**  
**Termination**

This Agreement may be terminated at any time prior to the Closing Date by mutual written agreement of the parties hereto.

**Article 9**  
**Miscellaneous**

1. *Amendment.* This Agreement may be amended or modified at any time and in any manner only by an instrument in writing executed by each of the parties.

2. *Waiver.* Purchaser and Shareholders may, in writing by an instrument executed by each of the parties:

(a) Extend the time for the performance of any of the obligations of any other party to the Agreement.

(b) Waive any inaccuracies and misrepresentations contained in this Agreement or any document delivered pursuant to the Agreement made by any other party to the Agreement.

(c) Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties and their successors, any rights or remedies under this Agreement.

3. *Notices.* Any notice or other communication required or permitted under this Agreement must be in writing and shall be sent simultaneously by first-class mail or by electronic mail to each of the following parties:

In the case of the Purchaser, to:

PATRICK SHERWIN, President  
GOSUN INC.  
1217 ELLIS ST.  
CINCINNATI, OH 45223

or to such other person or address designated by Purchaser to receive notice.

In the case of the Acquired Corporation, to:

PATRICK SHERWIN  
APPLIED SUNSHINE LLC.  
1217 ELLIS ST.  
CINCINNATI, OH 45223

or to such other person or address designated by the Acquired Corporation to receive notice.


In the case of the Shareholders, to the address designated by each Shareholder on Exhibit 9.4.

5. *Headings.* Paragraph and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. *Entire agreement: Counterparts.* This instrument and the schedules and exhibits to this instrument contain the entire Agreement between the parties with respect to the transaction contemplated by the Agreement and supersede all prior agreements, arrangements and understandings related to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by the Acquired Corporation or Purchaser that is embodied in this "Agreement or in any documents referred to herein, and neither Acquired Corporation, nor Purchaser shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. This Agreement may be executed in any number of counterparts but the aggregate of the counterparts together constitute one and the same instrument.
7. *Effect of Partial Invalidity.* In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if it never contained any such invalid, illegal, or unenforceable provisions.
8. *Controlling Law.* The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Ohio.
9. *Specific performance.* The parties declare that it is impossible to measure in money the damages that will accrue to a party or its successors as a result of any other party's failure to perform any of the obligations under this Agreement.

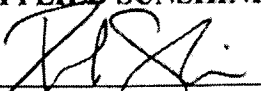
Therefore, if a party or its successor institutes any action or proceeding to enforce the provisions of this agreement, any party opposing such action or proceeding agrees that specific performance may be sought and obtained for any breach of this Agreement.

In Witness Whereof, the parties have executed this Agreement as of the date first set forth above with the understanding the Effective Date shall be January 1, 2017.

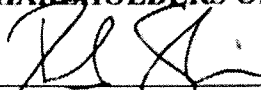
**GOSUN INC. PURCHASER**

  
\_\_\_\_\_  
Patrick Sherwin, President

**APPLIED SUNSHINE LLC, ACQUIRED CORPORATION**

  
\_\_\_\_\_  
Patrick Sherwin, President

**SHAREHOLDERS OF APPLIED SUNSHINE LLC**

  
\_\_\_\_\_  
Patrick Sherwin, Shareholder

Schedule A

Name of Shareholder PATRICK SHERWIN

Number of Applied Sunshine, LLC Shares

Number of Exchanged

GOSUN INC. Shares

Delivered at  
Closing of Applied Sunshine LLC

100%

Received at  
Closing from GoSun Inc.

8,300,000

**Exhibit B**

**Plan and Agreement of Reorganization**

Assets, Liabilities, Properties, and Rights of APPLIED SUNSHINE, LLC.

**ASSETS:** See attached Financial Statements through December 31, 2016

**LIABILITIES:** See attached Financial Statements through December 31, 2016

**PROPERTIES:** None

**TRADEMARKS:** All trademarks

GoSun Stove

GoSun Sport

GoSun Grill

GoSun Dogger

GoSun

**PATENTS:** All patents pending or issued to Patrick Sherwin or Applied Sunshine, LLC related to solar cooking to be assigned to GoSun Inc.

Solar cooking apparatus and methods of use

US 20150044345 A1

**COPYRIGHTS:** See Attached