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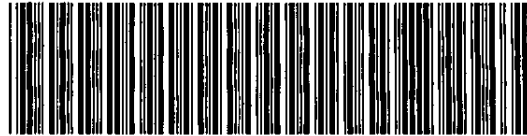
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C. CARROTHERS



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October 20, 2014

**VIA FEDERAL EXPRESS**

Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Merger of License My Product, Inc. and License Your Product, Inc.

Dear Sir or Madame:

Enclosed are the original and one copy of the Articles of Merger for the above-referenced corporations. Also enclosed is our firm's check in the amount of \$78.75 payable to Florida Department of State, in payment of the filing fee and the certified copy fee. Please file the Articles of Merger in your office and provide me with a certified copy of the Articles of Merger.

Please acknowledge your filing of the Articles of Merger by stamping the enclosed copy of the Articles of Merge and returning it to me in the enclosed prepaid Federal Express envelope. Please contact me immediately if you have any questions.

Sincerely,

Scott W. Faulkner

SWF/rdg

Enclosures

cc: Francisco J. Guerra

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**ARTICLES OF MERGER**

between

**LICENSE MY PRODUCT, INC.**

An Alabama Corporation

and

**LICENSE YOUR PRODUCT, INC.**

A Florida Corporation

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ARTICLES OF MERGER  
OF  
LICENSE MY PRODUCT, INC.,  
AN ALABAMA CORPORATION  
AND  
LICENSE YOUR PRODUCT, INC.,  
A FLORIDA CORPORATION

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CLERK OF THE CIRCUIT COURT  
JACKSONVILLE, FLORIDA

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PURSUANT TO THE FLORIDA BUSINESS CORPORATIONS ACT

Pursuant to the provisions of Fla. Stat. Ann. § 607.1105, License My Product, Inc., an Alabama corporation (the “**Alabama Corporation**”) and License Your Product, Inc., a Florida corporation (the “**Florida Corporation**”) (referred to jointly as the “**Constituent Corporations**”) adopt the following Articles of Merger for the purpose of merging the Florida Company into the Alabama Company as the “**Surviving Corporation.**”

**Article I.**  
**PLAN OF MERGER**

The Agreement and Plan of Merger, attached hereto as Exhibit A and made a part hereof, was approved by the directors and shareholders of each of the Constituent Corporations in the manner prescribed by the Alabama Business and Nonprofit Entities Code (the “**Alabama Act**”) and the Florida Business Corporations Act (the “**Florida Act**”).

**Article II.**  
**EFFECTIVE DATE**

The effective date of the merger shall be upon the filing of the Articles of Merger with the Secretary of State of the State of Alabama and the Department of State for the State of Florida.

**Article III.**  
**OUTSTANDING SHARES**

The Alabama Corporation has one class of stock authorized and outstanding which is common stock having a par value of \$0.01 per share. The Florida Corporation has one class of stock authorized and outstanding which is common stock having a par value of \$1.00 per share. As to each of the Constituent Corporations, the number of shares outstanding and the number of outstanding shares entitled to vote on such a plan of merger are as follows:

Name of Corporation	Number of Common Shares Outstanding	Common Shares Entitled to Vote
Alabama Corporation	1	1
Florida Corporation	1,000	1,000

**Article IV.**  
**SHARES VOTED**

On October 17, 2014, the shareholders of the Constituent Corporations approved and adopted the Agreement and Plan of Merger. The affirmative vote of the shareholders of the Constituent Corporations is set forth in the table below:

Name of Corporation	Voted For	Voted Against	Abstained
Alabama Corporation	1	-0-	-0-
Florida Corporation	1,000	-0-	-0-

In witness whereof, the parties hereto have executed these Articles of Merger on this the 17th day of October, 2014.

License My Product, Inc.

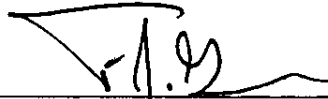
By:



Francisco J. Guerra  
President

License Your Product, Inc.

By:



Francisco J. Guerra  
President

This document was prepared by:

Michael W. Rich  
Lanier Ford Shaver & Payne, P.C.  
2101 W Clinton Avenue Ste. 102  
P.O. Box 2087  
Huntsville, Alabama 35804  
256.535.1100

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

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**AGREEMENT AND PLAN OF MERGER**

between

**LICENSE MY PRODUCT, INC.**

an Alabama Corporation

and

**LICENSE YOUR PRODUCT, INC.**

a Florida Corporation

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is made as of the 17<sup>th</sup> day of October, 2014 (the "**Closing Date**") between License My Product, Inc., an Alabama corporation (the "**Surviving Corporation**") and License Your Product, Inc., a Florida corporation (the "**Merging Corporation**").

### WITNESSETH:

WHEREAS, the parties desire to reincorporate the Merging Corporation in Alabama and to do so as a tax-free reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "**Code**");

WHEREAS, the respective Boards of Directors of the Surviving Corporation and the Merging Corporation have approved and adopted the Agreement, the merger of Merging Corporation with and into Surviving Corporation (the "**Merger**"), and the other transactions contemplated by this Agreement, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merging Corporation have unanimously recommended to their respective shareholders the approval of this Agreement, the Merger, and any other transactions contemplated by this Agreement (the "**Shareholder Proposals**"), subject to the terms and conditions hereof and in accordance with the provisions of the Alabama Business and Nonprofit Entity Code (the "**Alabama Act**") and the Florida Business Corporations Act (the "**Florida Act**").

WHEREAS, at a meeting duly called for purposes of approving the Shareholder Proposals, the shareholder of both the Surviving Corporation and the Merging Corporation have approved the Shareholder Proposals on the terms and conditions hereof;

WHEREAS, as of the Effective Time, the Surviving Corporation shall issue common stock to the shareholder of the Merging Corporation pursuant to and in accordance with the Subscription Agreement between the shareholder of the Merging Corporation and the Surviving Corporation, date of the same date hereof, such that immediately after the Effective Time as herein defined, the shareholder of the Merging Corporation shall be the sole shareholder of the Surviving Corporation;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

**Article I.**  
**DEFINITIONS**

**Section 1.01 Certain Matters of Construction.** The words “include,” “includes,” and “including,” when used herein shall be deemed in each case to be followed by the words “without limitation.” The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument, law, or regulation defined or referred to herein on in any agreement or instrument that is referred to herein means such agreement, instrument, or law or regulation as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of laws and regulations) by succession of comparable successor laws or regulations and references to all attachments thereto and instruments incorporated therein.

**Section 1.02 Definitions.** As used herein, the following terms shall have the following meanings:

“**Affiliate**” of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. the term “**control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

“**Agreement**” has the meaning set forth in the preamble hereto.

“**Alabama Act**” has the meaning set forth in the recitals hereto.

“**Articles of Merger**” has the meaning set forth in Section 2.02.

“**Cash**” means cash and cash equivalents.

“**Closing Date**” has the meaning set forth in the preamble hereto.

“**Closing Merger Consideration**” means the Purchase Price.

“**Code**” has the meaning set forth in the recitals hereto.

“**Effective Time**” has the meaning set forth in Section 2.02.

“**Florida Act**” has the meaning set forth in the recitals hereto.

“**Merging Corporation Common Stock**” means the \$1 par value common stock of the Merging Corporation.

**“Merging Corporation”** has the meaning set forth in the preamble hereto.

**“Person”** or **“person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity

**“Surviving Corporation Common Stock”** means the \$1 par value common stock of the Surviving Corporation.

**“Surviving Corporation”** has the meaning set forth in the preamble hereto.

## **Article II.**

### **THE MERGER**

**Section 2.01 The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time, the Surviving Corporation and the Merging Corporation shall consummate the Merger pursuant to which (a) Merging Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of Merging Corporation shall thereupon cease, (b) the Surviving Corporation shall survive as the surviving corporation in the Merger and shall continue to be governed by the laws of the State of Alabama and (c) the separate corporate existence of the Surviving Corporation with all of its rights, privileges, immunities, powers, and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Alabama Act.

**Section 2.02 Articles of Merger.** The Surviving Company and the Merging Company shall duly execute articles of merger (the **“Articles of Merger”**) and file such Articles of Merger with the Secretaries of State of the States of Alabama and Florida in accordance with the Alabama Act and the Florida Act. The Merger shall become effective at such time as the Articles of Merger, accompanied by the payment of associated filing fees (as provided for in the respective Acts), have been examined by and received the endorsed approval of the Secretaries of State of the States of Alabama and Florida (the **“Effective Time”**).

**Section 2.03 Certificate of Formation and Bylaws.** At the Effective Time, the Certificate of Formation and the Bylaws of the Surviving Corporation shall be the bylaws of the Surviving Corporation until the same shall be thereafter amended, the bylaws of the Surviving Corporation shall be the bylaws of the Surviving Corporation until the same shall be thereafter amended, restated, or repealed in accordance with the Alabama Act, the Certificate of Formation, and such bylaws.

**Section 2.04 Directors and Officers.** The directors of the Surviving Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation and the officers of the Surviving Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation from and after the Effective Time, each to hold office in accordance with the Certificate of Formation and bylaws of the Surviving Corporation.

**Section 2.05 F-Reorganization.** The Merger is intended to comply as a tax-free reorganization under the Code as a reorganization described in Section 368(a)(1)(F). The provisions of this Agreement shall be interpreted in a manner consistent with this purpose.

### **Article III.**

#### **EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS**

**Section 3.01 Effect on Capital Stock.** As of the Effective Time, by virtue of the Merger and without any action on the part of any Shareholder or any holder of capital stock of the Merging Corporation:

(a) Each share of stock in the Surviving Company that is outstanding immediately prior to the Effective Time, if any, shall automatically be canceled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(b) Each share of common stock, par value \$1.00 per share, of Merging Corporation issued and outstanding immediately prior to the Effective Time shall automatically be exchanged for a share of common stock, par value \$0.01 per share, of Surviving Corporation.

### **Article IV.**

#### **GENERAL PROVISIONS**

**Section 4.01 Choice of Law.** All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its rules of conflicts of law.

**Section 4.02 Arbitration; Waiver of Trial by Jury.** Any dispute arising under or relating to this Agreement shall be finally resolved by binding arbitration conducted in Huntsville, Alabama in accordance with the commercial rules of the American Arbitration Association then in effect. Any such arbitration shall be conducted before a panel of three arbitrators. Judgment upon the award rendered by a majority of the arbitrators may be entered in any court having jurisdiction thereof.

Each party hereto hereby waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement.
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**Section 4.03 Binding Effect; Benefit.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

**Section 4.04 Amendment.** This Agreement may be amended by the parties hereto by an instrument in writing signed on behalf of each of the parties hereto at any time before or after any approval hereof by the shareholders of the Surviving Corporation and the Merging Corporation; *provided, however*, that after any such shareholder approval, no amendment shall be made that by law requires further approval by shareholders without obtaining such approval.

**Section 4.05 Further Assurances.** From and after the date hereof, each party agrees to execute and deliver additional documents and instruments and to take any other reasonable action as any other party may reasonably request to effectuate the transactions contemplated herein.

**Section 4.06 Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes.

**Section 4.07 Recitals.** The recitals are true and correct and are incorporated herein by reference.

**Section 4.08 Authorization.** Each party hereby authorizes, confirms, and ratifies the transactions contemplated hereby. Each party hereby acknowledges and agrees that such party approves the transactions contemplated herein and has taken all requisite steps required to authorize the transactions contemplated herein.

**Section 4.09 No Construction against Drafter.** Any rule of law or legal decision that would require interpretation or construction of any ambiguity in any part of this Agreement against the party that drafted it is not applicable and is expressly waived, and there shall be no presumption against any party on the ground that such party was responsible for preparing any part of this Agreement. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable Law, and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**Section 4.10 Entire Agreement.** This Agreement and the agreements and transactions contemplated herein are the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contracts and other agreements, written or oral, with respect thereto.

**\*\*\* Signature Page to Follow \*\*\***

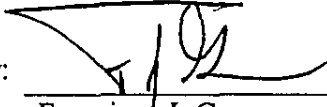
**SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER**

In witness whereof, the parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

**Surviving Corporation:**

License My Product, Inc.


By: \_\_\_\_\_

  
Francisco J. Guerra  
President

**Merging Corporation:**

License Your Product, Inc.

By: \_\_\_\_\_

  
Francisco J. Guerra  
President