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**MERGER OR SHARE EXCHANGE  
CLOOPS, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	09
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*Merger*  
*5/11*

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ARTICLES OF MERGER  
OF  
CLOOPS, INC.,  
A FLORIDA CORPORATION  
AND  
CLOOPS, INC.,  
A DELAWARE CORPORATION

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

FIRST: Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging Cloops, Inc., a Florida corporation ("Cloops-FL"), with and into Cloops, Inc., a Delaware corporation ("Cloops-DE").

SECOND: The sole stockholder of Cloops-DE entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent on January 4, 2011.

THIRD: The shareholders of Cloops-FL entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent given by them on January 4, 2011, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

FOURTH: The merger of Cloops-FL with and into Cloops-DE is permitted by the laws of the state of Delaware and has been authorized in compliance with said laws.

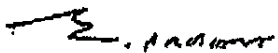
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Executed on this 4th day of January 2011.

CLOOPS, INC., a Delaware corporation

By:

  
Stewart Padveen, Chief Executive Officer  
and President

CLOOPS, INC., a Florida Corporation

By:

  
Stewart Padveen, Chief Executive Officer  
and President

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**EXHIBIT A**

Agreement and Plan of Merger

OUT: 22822114.1

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of January 4, 2011, by and between Cloops, Inc., a Florida corporation ("Cloops-FL") and Cloops, Inc., a Delaware corporation ("Cloops-DE").

WITNESSETH:

WHEREAS, Cloops-FL is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Cloops-DE is a corporation duly organized and existing under the laws of the State of Delaware and is a wholly owned subsidiary of Cloops-FL;

WHEREAS, on the date of this Merger Agreement, Cloops-FL is authorized to issue 20,000,000 shares of Common Stock (the "Cloops-FL Common Stock"), of which 10,300,000 shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, Cloops-DE has authority to issue 20,000,000 shares of Common Stock, par value \$0.001 per share (the "Cloops-DE Common Stock"), of which 100 shares are issued and outstanding and owned by Cloops-FL;

WHEREAS, the Board of Directors of Cloops-FL and the Sole Director of Cloops-DE have determined that, for the purpose of effecting the reincorporation of Cloops-FL in the State of Delaware, it is advisable and to the advantage of said two corporations and their respective shareholders that Cloops-FL merge with and into Cloops-DE upon the terms and subject to the conditions herein provided; and

WHEREAS, the respective Boards of Directors of Cloops-FL and Cloops-DE, the shareholders of Cloops-FL, and the sole stockholder of Cloops-DE have adopted and approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Cloops-FL and Cloops-DE hereby agree to merge as follows:

1. Merger. Cloops-FL shall be merged with and into Cloops-DE, and Cloops-DE shall survive the merger (the "Merger"), effective upon the date when this Merger Agreement is made effective in accordance with applicable law (the "Effective Date").

2. Governing Documents.

a. The Certificate of Incorporation of Cloops-DE, in effect on the Effective Date, shall continue to be the Certificate of Incorporation of Cloops-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

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b. The Bylaws of Cloops-DE, in effect on the Effective Date, shall continue to be the Bylaws of Cloops-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Directors and Officers. The directors and officers of Cloops-FL shall become the directors and officers of Cloops-DE upon the Effective Date, and the members of any committee of the Board of Directors of Cloops-FL shall become the members of such committees for Cloops-DE.

4. Succession. On the Effective Date, Cloops-DE shall succeed to Cloops-FL in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware:

5. Further Assurances. From time to time, as and when required by Cloops-DE or by its successors and assigns, there shall be executed and delivered on behalf of Cloops-FL such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Cloops-DE, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Cloops-FL, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Cloops-DE are fully authorized in the name and on behalf of Cloops-FL or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Stock of Cloops-FL.

a. Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof (i) each share of Cloops-FL Voting Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Cloops-DE Common Stock (the "Common Stock Conversion Ratio").

b. Fractional Shares. No fractional shares shall be issued to a holder with respect to the conversion of any shares of Common Stock pursuant to this Section 6. All shares of stock issuable to a holder pursuant to this Section 6 shall be aggregated for purposes of determining whether the conversion set forth herein would result in the issuance of any fractional share. If after such aggregation, the conversion would result in the issuance of a fractional share, Cloops-DE shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the Effective Date (as determined in good faith by the Board of Directors of Cloops-DE).

7. Stock Certificates. On and after the Effective Date, all of the outstanding certificates that prior to that time represented shares of Cloops-FL capital stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Cloops-DE capital stock into which the shares of Cloops-FL capital stock represented by such certificates have been converted as herein provided. The registered owner on the books and records of Cloops-FL or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Cloops-DE or its transfer agent, have and

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be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Cloops-DE capital stock evidenced by such outstanding certificate as provided above.

8. Options, Warrants and All Other Rights to Purchase Stock. Upon the Effective Date, each outstanding warrant to purchase shares of Cloops-FL capital stock shall be converted into and become a warrant to purchase the number of shares of Cloops-DE capital stock determined in accordance with the Common Stock Conversion Ratio, upon the same terms and subject to the same conditions as set forth in the agreements entered into by Cloops-FL pertaining to such warrants. Upon the Effective Date, each outstanding option or other right to purchase shares of Cloops-FL capital stock, including those options granted under the Cloops-FL 2008 Stock Plan (the "2008 Plan") and any other options or rights to purchase shares of the capital stock of Cloops-FL shall be converted into and become an option or right to purchase the number of shares of Cloops-DE capital stock determined in accordance with the Common Stock Conversion Ratio upon the same terms and subject to the same conditions as set forth in the 2008 Plan and any other agreements entered into by Cloops-FL pertaining to such options or rights. A number of shares of Cloops-DE capital stock shall be reserved for issuance upon the exercise of such options, warrants and rights equal to the number of shares of Cloops-DE capital stock issuable upon the exercise of such options, warrants and rights. As of the Effective Date, Cloops-DE shall assume all obligations of Cloops-FL under agreements pertaining to such options, warrants or rights, including the 2008 Plan, and the outstanding options, warrants or rights, or portions thereof, granted pursuant thereto.

9. Employee Benefit Plans. As of the Effective Date, Cloops-DE hereby assumes all obligations of Cloops-FL under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date, including the 2008 Plan. As of the Effective Date, Cloops-DE shall assume all obligations of Cloops-FL under agreements pertaining to such plans and the outstanding rights granted pursuant thereto.

10. Outstanding Common Stock of Cloops-DE. Upon the Effective Date, the one hundred (100) shares of Cloops-DE Common Stock currently issued and outstanding in the name of Cloops-FL shall be canceled and retired and resume the status of authorized and unissued shares of Cloops-DE Common Stock, and no shares of Cloops-DE Common Stock or other securities of Cloops-DE shall be issued in respect thereof.

11. Covenants of Cloops-DE. Cloops-DE covenants and agrees that it will, on or before the Effective Date:

a. Qualify to do business as a foreign corporation in the State of California, and in all other states in which Cloops-FL is so qualified and in which the failure to so qualify would have a material adverse impact on the business or financial condition of Cloops-DE. In connection therewith, Cloops-DE shall irrevocably appoint an agent for service of process in the State of California and under applicable provisions of state law in other states in which qualification is required.

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b. File any and all documents with the California Franchise Tax Board necessary to the assumption by Cloops-DE of all of the franchise tax liabilities of Cloops-FL.

12. Amendment. At any time before or after approval and adoption by the shareholders of Cloops-FL, this Merger Agreement may be amended in any manner as may be determined in the judgment of the Sole Director of Cloops-DE and Board of Directors of Cloops-FL to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement, except that any amendment of the principal terms of this Merger Agreement shall require shareholder approval.

13. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Cloops-FL or the Sole Director of Cloops-DE or both, notwithstanding approval of this Merger Agreement by the shareholders of Cloops-FL and the sole stockholder of Cloops-DE.

14. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the Boards of Directors of Cloops-FL and Cloops-DE, respectively, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

CLOOPS, INC., a Florida corporation

By: 

Stewart Padveen  
President and Chief Executive Officer

By: 

Stewart Padveen  
Treasurer

CLOOPS, INC., a Delaware corporation

By: 

Stewart Padveen  
President and Chief Executive Officer

By: 

Stewart Padveen  
Chief Financial Officer