

P91800006714

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

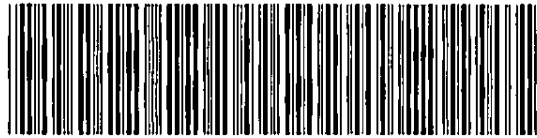
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900303384219

SECRETARIAT OF STATE
TALLAHASSEE, FLORIDA

2017 SEP 13 A 9:35

FILED

2017 SEP 13 PM 4:35

2017 SEP 13 PM 4:35

SEP 14 2017

T. J. EMERY

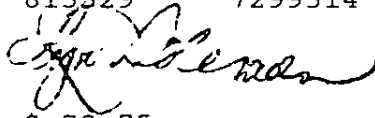
Merge

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 815529 7299514

AUTHORIZATION :



COST LIMIT : \$ 78.75

ORDER DATE : September 13, 2017

ORDER TIME : 4:05 PM

ORDER NO. : 815529-005

CUSTOMER NO: 7299514

ARTICLES OF MERGER

I-ON INTERACTIVE, INC.

INTO

VISUALLY, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: VISUALLY, INC.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Alix Morse

Contact Person

Osler, Hoskin & Harcourt LLP

Firm/Company

620 8th Avenue, Suite 3600

Address

New York, New York, 10018

City/State and Zip Code

amorse@osler.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Alix Morse

At (212) 991-2510

Name of Contact Person

Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
266 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
VISUALLY, INC.	Delaware	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
I-ON INTERACTIVE, INC.	Florida	P98000067714

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on September 13, 2017.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 13, 2017.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
SEP 13 A 9:35
STATE DEPT OF STATE
TALLAHASSEE FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

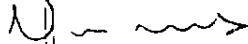
Typed or Printed Name of Individual & Title

VISUALLY, INC.



Vincent Mifsud, Chief Executive Officer

ION INTERACTIVE, INC.



Vincent Mifsud, Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), executed as of September 13, 2017, is among Visually, Inc., a Delaware corporation (the "**Surviving Corporation**") and I-On Interactive, Inc., a Florida corporation ("**Merging Corporation**" and, together with the Surviving Corporation, the "**Constituent Entities**"), and Scribble Technologies Inc., an Ontario corporation ("**Scribble**" and, together with the Constituent Entities, the "**Parties**").

WITNESETH:

WHEREAS, the Surviving Corporation is duly formed and validly existing under the laws of the State of Delaware:

WHEREAS, the Merging Corporation is duly formed and validly existing under the laws of the State of Florida:

WHEREAS, the Surviving Corporation is the sole stockholder of the Merging Corporation:

WHEREAS, Scribble is the sole stockholder of the Surviving Corporation; and

WHEREAS, the board of directors of each of the Constituent Entities deem it advisable and in the best interests of the respective Constituent Entities that the Merging Corporation be merged with and into the Surviving Corporation under and pursuant to the Delaware General Corporation Law (the "**DGCL**") and the Florida Business Corporation Act (the "**FCBA**");

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Effective Date of the Merger**. At the Effective Time (as defined below), the separate existence of the Merging Corporation shall cease and the Merging Corporation shall be merged with and into the Surviving Corporation (the "**Merger**"), which shall continue its corporate existence and be the corporation surviving the Merger. This Agreement and the Merger shall become effective upon the filing of the certificate of merger (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware and the filing of the articles of merger (the "**Articles of Merger**") with the Secretary of State of the State of Florida (the "**Effective Time**").

2. **Merger**. Upon the Effective Time, in accordance with the applicable provisions of the DGCL and the FCBA, the Merging Corporation shall merge with and into the Surviving Corporation, and the separate existence of the Merging Corporation shall cease. After the Merger, the Surviving Corporation shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Delaware.

3. **General Terms and Conditions.** From and after the Effective Time, all of the rights, privileges, immunities, and franchises, and all the property, real, personal and mixed, of the Merging Corporation and the Surviving Corporation shall be deemed to be vested in and be held by the Surviving Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by the Merging Corporation and the Surviving Corporation respectively, and all of the liabilities, duties and obligations of the Merging Corporation and the Surviving Corporation shall be the liabilities, duties and obligations of the Surviving Corporation.

4. **Stock.** At the Effective Time, by virtue of the effectiveness of the Merger and without any further action by any of the Parties or any other Person, (i) all of the then outstanding shares of common stock of the Merging Corporation, all of which are currently registered in the name of the Surviving Corporation prior to the Effective Time, shall be automatically canceled and shall cease to exist and no consideration shall be delivered therefor; and (ii) all of the then outstanding shares of common stock, par value \$0.0001 per share, of the Surviving Corporation, all of which are registered in the name of Scribble prior to the Effective Time, shall remain outstanding and registered in the name of Scribble.

5. **Tax Matters.** Solely for United States tax purposes, the Merger is intended to qualify as a complete liquidation within the meaning of Section 332 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement is intended to be a "plan of liquidation" within the meaning of the Treasury Regulations promulgated under Section 332 of the Code.

The Merger is intended to qualify as a tax-deferred "foreign merger" as defined in subsection 87(8.1) of the *Income Tax Act* (Canada) and, for greater certainty, under relevant corporate law does not involve the distribution of property to one corporation on the winding-up of another corporation.

6. **Certificate of Incorporation.** The certificate of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation as of and following the Effective Time, until any further amendment pursuant to the provisions thereof and the DGCL.

7. **Bylaws of the Surviving Corporation.** The bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation as of and following the Effective Time, until any further amendment pursuant to the provisions thereof and the DGCL.

8. **Directors and Officers.** The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation as of the Effective Time and for the period following the Effective Time until their successors have been elected and appointed, or until their earlier death, resignation or removal.

9. **Approvals.** This Agreement has been approved by the sole stockholder and the boards of directors of each of the Constituent Entities.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to the laws or rules thereof that would otherwise cause the application of the laws of any other jurisdiction except to the extent that the provisions of the FCBA mandatorily apply.

11. **Counterparts.** This Agreement may be executed and delivered in one or more counterparts and by means of facsimile signature, portable document format (pdf) or other electronic means, each of which when so executed and delivered being deemed an original and all such counterparts together constituting one and the same document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first written above.

VISUALLY, INC.

By: Vincent Mifsud
Name: Vincent Mifsud
Title: Chief Executive Officer

I-ON INTERACTIVE, INC.

By: Vincent Mifsud
Name: Vincent Mifsud
Title: Chief Executive Officer

SCRIBBLE TECHNOLOGIES INC.

By: Vincent Mifsud
Name: Vincent Mifsud
Title: Chief Executive Officer