ESTTA Tracking number: **ESTTA843285**

Filing date: **09/01/2017**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91218879
Party	Defendant Gibson Brands, Inc.
Correspondence Address	ANDREA E BATES BATES & BATES LLC 1890 MARIETTA BLVD NW ATLANTA, GA 30318-2803 UNITED STATES Email: abates@bates-bates.com, kschuettinger@bates-bates.com
Submission	Motion for Summary Judgment **Yes**, the Filer previously made its initial disclosures pursuant to Trademark Rule 2.120(a); OR the motion for summary judgment is based on claim or issue preclusion, or lack of jurisdiction. The deadline for pretrial disclosures for the first testimony period as originally set or reset: **02/01/2018**
Filer's Name	Andrea Bates
Filer's email	abates@bates-bates.com, rberkowitz@bates-bates.com
Signature	/Andrea Bates/
Date	09/01/2017
Attachments	Motion for SJ Final.pdf(163919 bytes) SJ Motion Kurt Dec.pdf(102344 bytes) EXHIBIT A.pdf(1203862 bytes) EXHIBIT B.pdf(225191 bytes) EXHIBIT C.pdf(408511 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark Application Serial No: 86/168,793
Filed on January 7, 2014
Published on June 24, 2014

ARMADILLO DISTRIBUTION ENTERPRISES, INC., COLLINGS GUITARS, INC., CORDOBA MUSIC GROUP, INC., ED ROMAN ENTERPRISES, INC., E.S.P. SHIBUYA ENTERPRISES, INC., JAMES TRUSSART GUITARS, INC., JOHN HORNBY SKEWES & CO., LTD, JS TECHNOLOGIES, INC., PEAVEY ELECTRONICS CORPORATION, PREMIER BUILDERS GUILD, LLC, SADOWSKY GUITARS, LTD., SCHECTER GUITAR RESEARCH, INC., U.S. MUSIC CORPORATION, WARWICK GMBH & CO. MUSIC EQUIPMENT KG, AND WESTHEIMER CORPORATION, *Opposers,* *v.* GIBSON BRANDS, INC., *Applicant*.	Opposition No.: 91218879 Application Serial No: 86/168,793

APPLICANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT

Applicant Gibson Brands, Inc. ("Gibson"), through its undersigned counsel, hereby moves, pursuant to Rule 56(a) of the Federal Rules of Civil Procedure, 37 C.F.R. § 2.127 and TBMP § 528, for entry of partial summary judgment in favor of Gibson and against Opposers (1) U.S. Music Corporation ("U.S. Music"), (2) Ed Roman Enterprises, Inc. ("Roman"), and (3) Premier Builders Guild, LLC ("PBG") (Collectively, "Dissolved Opposers") on the issue of standing to oppose Gibson's applied-for mark. This motion is

timely filed prior to the opening of the first testimony period, to save the time and expense of a full trial inasmuch as Gibson is able to demonstrate that there is no genuine issue of material fact regarding the Dissolved Opposers' lack of standing.

I. Background and Status of the Case

Applicant Gibson filed the application on the Principal Register for U.S. Ser. No. 86168793 (hereinafter "ES Body Shape Design") on January 17, 2014. The ES Body Shape Design was published in the Trademark Official Gazette on June 24, 2014 based on a 2(f) claim of acquired distinctiveness through substantially exclusive use for at least the five years immediately before the filing date. To support the 2(f) basis, Gibson claimed ownership of U.S. Reg. No. 2007277 ("Supplemental Register Mark"). The Supplemental Register Mark is nearly identical to the ES Body Shape Design and was registered on October 8, 1996. The first use date for both registrations is claimed at least as early as December 31, 1958.

The Notice of Opposition of the ES Body Shape Design was filed on October 16, 2014. On June 24, 2015, the Board suspended Opposition No. 91218879 pending civil action between Gibson and one of the Opposers, John Hornby Skewes & Co, Ltd ("JHS"). The civil action reached a final determination and JHS was dismissed, with prejudice, on March 20, 2017. JHS has since withdrawn its opposition to the ES Body Shape Design. This proceeding, Opp. No. 91218879, was resumed on May 22, 2017 with Discovery opening on June 21, 2017. Initial Disclosures are due on July 21, 2017.

Since the Opposition was resumed, it has come to Gibson's attention that the Opposers U.S. Music, Roman, and PBG are no longer legal entities (*See* Declaration of

Kurt Schuettinger, ¶¶ 3-5) with the ability to sustain this Opposition or demonstrate a reasonable basis for the belief they will be damaged by Gibson's registration.

II. Summary Judgment Standard

A party may move for summary judgment on the entirety or any portion of a claim or defense (Fed. R. Civ. P. 56(a)), and the Board's rules implicitly encourage motions for partial summary judgment to narrow the issues to be proven during the testimony periods and thus "to save the time and expense of a full trial." TBMP § 528.02; *see also Pure Gold, Inc. v. Suntex (U.S.A.), Inc.*, 739 F.2d 624, 627, 222 USPQ 741, 744 (Fed. Cir. 1984) (summary judgment "to be encouraged in *inter partes* cases before the Trademark Trial and Appeal Board").

Upon the moving party's *prima facie* showing of entitlement to summary relief on a part of a claim, the non-moving party may not rest on mere denials or conclusory assertions, but rather must present specific facts showing a genuine issue of fact for trial on that part of the claim. *Celotex Corp. v. Catrett*, 477 U.S. 317, 321-23 (1986); *see also* Fed. R. Civ. P. 56(e). A fact is material if it is relevant and necessary to the outcome of the proceedings. *Opryland USA Inc. v. The Great American Music Show Inc.*, 970 F.2d 847, 23 USPQ2d 1471 (Fed. Cir. 1992). A dispute as to a material fact is genuine only if a reasonable fact finder viewing the entire record could resolve the dispute in favor of the nonmoving party. *Olde Tyme Foods Inc. v. Roundy's Inc.*, 961 F.2d 200, 22 USPQ2d 1542 (Fed. Cir. 1992). In determining whether there is a genuine issue of material fact that would preclude the grant of summary judgment on the issue under consideration, the Board must look to the controlling substantive law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986).

III. Standing

The Dissolved Opposers no longer have standing to challenge Gibson's registration. Standing is a threshold issue that must be proven by a plaintiff in every *inter partes* case. *Ritchie v. Simpson*, 170 F.3d 1092, 50 USPQ2d 1023 (Fed. Cir. 1999); *Lipton Industries, Inc. v. Ralston Purina Co.*, 670 F.2d 1024, 213 USPQ 185 (CCPA 1982). A "party must have standing to challenge a trademark registration." *Nobelle.com, LLC v. Qwest Commc'ns Int'l, Inc.*, 66 U.S.P.Q.2d 1300, 1303 (T.T.A.B. 2003)).

The Lanham Act provides: "Any person who believes that he would be damaged by the registration of a mark on the principal register . . . may, upon payment of the prescribed fee, file an opposition in the Patent and Trademark Office, stating the grounds therefore . . . . 15 U.S.C. § 1063. In addition, the Opposer must meet two judicially-created requirements: it must have a "real interest" in the proceedings and a "reasonable basis" for his belief of damage. *Ritchie*, 170 F.3d at 1095. Standing must be proved at summary judgment. *Sinclair Oil Corp. v. Kendrick*, 85 USPQ2d 1032, 1037 (TTAB 2007). The Dissolved Opposers do not meet the definition of "person" in the Lanham Act and can neither show a "real interest" in the opposition or a "reasonable basis" for a belief they will be damaged by the registration.

The Lanham Act defines "person" as including "a juristic person as well as a natural person. The term 'juristic person' includes a firm, corporation, union, association, or other organization capable of suing and being sued in a court of law." 15 U.S.C. § 1127. The Dissolved Opposers satisfy neither the definition of a juristic person nor a natural person.

To establish standing, it must be shown that the plaintiff has a "real interest" in the outcome of a proceeding; that is, plaintiff must have a direct and personal stake in the outcome of the cancellation or opposition. *Ritchie*, 50 USPQ2d at 1023. Facts regarding legitimate personal interest are a part of the plaintiff's case and must be proved. *Lipton Industries*, 213 USPQ at 189. Generally, to establish standing for a claim of genericness or mere descriptiveness, a plaintiff may show that it has a right to use the goods listed in the application or registration in a generic or descriptive manner. *Nature's Way v. Nature's Herbs*, 9 USPQ2d 2077, 2080 (TTAB 1989); *Ferro Corp. v. SCM Corp.*, 219 USPQ 346, 352 (TTAB 1983); *see also Binney & Smith Inc. v. Magic Marker Industries, Inc.*, 222 USPQ 1003, 1010 (TTAB 1984).

In addition to a real interest in the opposition, the Opposers must have a reasonable basis for a belief they will be damaged if Gibson's ES Body Shape Design is registered. *Ritchie*, 170 F.3d at 1095. In the Notice of Opposition, Opposers claimed that they are direct competitors of Gibson. Notice of Opposition, Opposition 91218879, at ¶ 18 (Oct. 16, 2014). The Dissolved Opposers can no longer claim to be direct competitors of Gibson, the reasonable basis for the belief they would be damaged pleaded in the Notice of Opposition. A defunct company cannot claim it has a right to use Gibson's trademark in a generic or descriptive manner. A defunct company also cannot claim the threat of legal action by Gibson, as it is unable to sue or be sued.

IV. Conclusion

For the foregoing reasons, Applicant Gibson Brands, Inc. is entitled to summary judgment in this proceeding on the issue of standing of Opposers (1) U.S. Music Corporation, (2) Ed Roman Enterprises, Inc., and (3) Premier Builders Guild, LLC.

Respectfully submitted this 1st day of September, 2017.

Bates & Bates, LLC

/Andrea E. Bates/
Andrea E. Bates
1890 Marietta Boulevard NW
Atlanta, Georgia 30318
Attorneys for Applicant
GIBSON BRANDS, INC.

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a true and correct copy of the forgoing Gibson Brands, Inc.'s Motion for Summary Judgment has been served, via email, on the 1st day of September 2017 to:

Ronald Bienstock
Brent Davis
Scarinci & Hollenbeck LLC
1100 Valley Brook Ave
Lyndhurst, NJ 07071
rbienstock@sh-law.com
bdavis@sh-law.com

/ Andrea E. Bates/
ANDREA E. BATES

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark Application Serial No: 86/168,793
Filed on January 7, 2014
Published on June 24, 2014

ARMADILLO DISTRIBUTION ENTERPRISES, INC., COLLINGS GUITARS, INC., CORDOBA MUSIC GROUP, INC., ED ROMAN ENTERPRISES, INC., E.S.P. SHIBUYA ENTERPRISES, INC., JAMES TRUSSART GUITARS, INC., JOHN HORNBY SKEWES & CO., LTD, JS TECHNOLOGIES, INC., PEAVEY ELECTRONICS CORPORATION, PREMIER BUILDERS GUILD, LLC, SADOWSKY GUITARS, LTD., SCHECTER GUITAR RESEARCH, INC., U.S. MUSIC CORPORATION, WARWICK GMBH & CO. MUSIC EQUIPMENT KG, AND WESTHEIMER CORPORATION, *Opposers,* *v.* GIBSON BRANDS, INC., *Applicant*.	Opposition No.: 91218879 Application Serial No: 86/168,793

DECLARATION OF KURT SCHUETTINGER IN SUPPORT OF APPLICANT GIBSON BRANDS, INC.'S MOTION FOR PARTIAL SUMMARY JUDGMENT

I, Kurt W. Schuettinger, submit this Declaration in support of Applicant Gibson Brands Inc.'s ("Gibson") Motion for Partial Summary Judgment.

1. My name is Kurt W. Schuettinger. I am over 21 years of age, have personal knowledge of the facts stated below, and am competent to make this Declaration.

2. I am a Partner in the law office of Bates & Bates, LLC and Counsel for Applicant Gibson Brands, Inc. in the above-referenced matter. I have personally overseen the information collected in support of this Motion for Partial Summary Judgment.

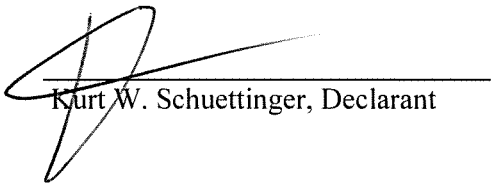
3. On September 1, 2017, I went onto the United States Patent and Trademark Office website at tmsearch.uspto.gov and performed a trademark search for WASHBURN (Reg. No. 1278896). Under the assignments, I viewed at Assignment 6 (Reel/Frame 5845/0487) a Certificate of Merger of American Music & Sound, LLC and U.S. Music Corporation into Jam Industries USA, LLC with an effective date of April 30, 2016, dissolving U.S. Music Corporation as a legal entity. Attached hereto as Exhibit "A" is a true and correct copy of the merger documents obtained from the USPTO dissolving U.S. Music Corporation as a legal entity.

4. On September 1, 2017, I went onto the Nevada Secretary of State website at nvsos.gov and performed a search for Ed Roman Enterprises, Inc. Attached hereto as Exhibit "B" is a true and correct copy of the documents obtained from nvsos.gov showing Ed Roman Enterprises, Inc. in Revoked status.

5. On July 13, 2017, Gibson obtained from the Delaware Secretary of State a Certificate of Cancellation for Premier Builders Guild, LLC. Attached as Exhibit "C" is a true and correct copy of the Delaware Certificate of Cancelation for Premier Builders Guild, LLC showing the LLC as dissolved effective December 31, 2016.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Executed on September 1st, 2017 in Atlanta, Georgia.



Kurt W. Schuettinger, Declarant

EXHIBIT A

900371529 07/18/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391665

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/30/2016
RESUBMIT DOCUMENT ID:	900370789

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Music Corporation		04/27/2016	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Jam Industries USA, LLC
Street Address:	21000 Trans-Canadienne
City:	Baie D'Urfe, Quebec
State/Country:	CANADA
Postal Code:	H9X 4B7
Entity Type:	**Limited Liability Company: DELAWARE**

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	4761046	HEADHUNTER
Registration Number:	4518998	FACEPUNCH
Registration Number:	4625600	MOR
Registration Number:	4515945	PARALLAXE
Registration Number:	4511571	THRASHER
Registration Number:	4230104	SOUNDTECH
Registration Number:	4227633	STARFIRE
Registration Number:	4112751	THE HAMMER
Registration Number:	4020631	FREQFLY
Registration Number:	4270489	USM U.S.MUSIC CORP.
Registration Number:	4015128	LIGHTSNAKE
Registration Number:	4230479	MINION
Registration Number:	4017030	MAXXFLY
Registration Number:	3809959	OSCAR SCHMIDT
Registration Number:	3870963	GEORGE WASHBURN
Registration Number:	3790810	GWL GEORGE WASHBURN LIMITED
Registration Number:	3546602	RANDALL

Property Type	Number	Word Mark
Registration Number:	3549614	PARKER
Registration Number:	3511511	VINCI
Registration Number:	3235913	FLY GUITAR
Registration Number:	3339238	
Registration Number:	2843090	WASHBURN ROVER
Registration Number:	2407975	PARKER GUITARS
Registration Number:	2407968	PARKER
Registration Number:	2474926	PARKER GUITARS
Registration Number:	2202510	
Registration Number:	2166960	NITEFLY
Registration Number:	2097500	NEMESIS
Registration Number:	1937742	
Registration Number:	1801962	RANDALL
Registration Number:	1803720	FLY
Registration Number:	1278896	WASHBURN
Serial Number:	86564666	SONAMASTER

CORRESPONDENCE DATA

Fax Number: 2127917276

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.

Phone: 2127917200
Email: ceb@hartbaxley.com
Correspondent Name: Joseph T. Murray
Address Line 1: 90 John Street - Suite 403
Address Line 4: New York, NEW YORK 10038-3242

NAME OF SUBMITTER:	Joseph T. Murray
SIGNATURE:	/JosephTMurray/
DATE SIGNED:	07/18/2016

Total Attachments: 20
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Delaware

The First State

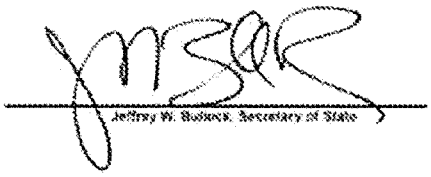
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AMERICAN MUSIC & SOUND, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"U.S. MUSIC CORPORATION", AN ILLINOIS CORPORATION,

WITH AND INTO "JAM INDUSTRIES USA, LLC" UNDER THE NAME OF "JAM INDUSTRIES USA, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2016, AT 11:27 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF APRIL, A.D. 2016 AT 11:59 O'CLOCK P.M.



5614226 8100M
SR# 20162605356

Authentication: 202219102
Date: 04-27-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:27 AM 04/27/2016
FILED 11:27 AM 04/27/2016
SR 20162605356 - File Number 5614226

CERTIFICATE OF MERGER
OF
AMERICAN MUSIC & SOUND, LLC AND
U.S. MUSIC CORPORATION
INTO
JAM INDUSTRIES USA, LLC

(Under Section 18-209 of the Delaware Limited Liability Company Act)

The undersigned limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act (the "Act"), 6 Del. C. § 18-101, et seq.,

DOES HEREBY CERTIFY:

First: The name of the limited liability company being merged into the surviving limited liability company is American Music & Sound, LLC, which is a Delaware limited liability company. The name of the corporation being merged into the surviving limited liability company is U.S. Music Corporation, an Illinois corporation.

Second: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 18-209 of the Act and the applicable provisions of Illinois law.

Third: The name of the surviving limited liability company is Jam Industries USA, LLC (upon the filing of this certificate, the "Surviving Company").

Fourth: The Certificate of Formation of Jam Industries USA, LLC shall be the Certificate of Formation of the Surviving Company.

Fifth: The executed Agreement and Plan of Merger is on file at 310 West Newberry Road, Bloomfield, CT 06002, the principal place of business of the Surviving Company.

Sixth: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to the sole member of the Surviving Company, to the sole member of American Music & Sound, LLC and to the sole stockholder of U.S. Music Corporation.

Seventh: The effective time and date of the Merger shall be 11:59 p.m. EDT, April 30, 2016.

[Remainder of this page intentionally left blank]

TRADEMARK
REEL: 005845 FRAME: 0491

IN WITNESS WHEREOF, the Surviving Company has caused this certificate to be signed by an authorized person, this 27th day of April, 2016.

JAM INDUSTRIES USA, LLC,
surviving company and authorized person

By: _____
Name: Martin Szpiro
Title: Authorized Person

NYC#: 1468013

OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

APRIL 27, 2016 5061-139-6

C T CORPORATION SYSTEM
118 W EDWARDS ST #200
SPRINGFIELD, IL 62704

RE JAM INDUSTRIES USA, LLC

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

FORM **BCA 11.39** (rev. Dec. 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

Remit payment in the form of a check or money order payable to Secretary of State.

The filing fee is $100, but if merger involves more than two corporations, submit $50 for each additional corporation.

FILED

APR 27 2016

JESSE WHITE
SECRETARY OF STATE

File # 5061-139-6 Filing Fee: $ 100.00 Approved:

———— Submit in duplicate ———— Type or Print clearly in black ink ———— Do not write above this line ————

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
U.S. Music Corporation	Illinois	50611396
American Music & Sound, LLC	Delaware	4135037
Jam Industries USA, LLC	Delaware	5614226

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Jam Industries USA, LLC

   b. Corporation or Limited Liability Company shall be governed by the laws of: Delaware

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
   Please see attached, which establishes the effective date of April 30, 2016.

Printed by authority of the State of Illinois, January 2015 — 1 — C 294.6

TRADEMARK
REEL: 005845 FRAME: 0494

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
U.S. Music Corporation	☐	☐	☑
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

6. **Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.**

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.

b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and

c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

TRADEMARK
REEL: 005845 FRAME: 0495

7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated April 30 (Month & Day), 2016 (Year)

U.S. Music Corporation
Exact Name of Corporation

Any Authorized Officer's Signature

Martin Szpiro, Assistant Secretary
Name and Title (type or print)

Dated _____ (Month & Day), _____ (Year)

_____
Exact Name of Corporation

_____
Any Authorized Officer's Signature

_____
Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated April 30 (Month & Day), 2016 (Year)

American Music & Sound, LLC
Exact Name of Limited Liability Company

Signature

Martin Szpiro, Authorized Person
Name and Title (type or print)

Dated April 30 (Month & Day), 2016 (Year)

Jam Industries USA, LLC
Exact Name of Limited Liability Company

Signature

Martin Szpiro, Authorized Person
Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

between

Jam Industries USA, LLC, a Delaware limited liability company,

and each of

U.S. Music Corporation, an Illinois corporation

American Music & Sound, LLC, a Delaware limited liability company

and

Mem2002Co Inc., a Delaware corporation

Dated as of April 27, 2016

TRADEMARK
REEL: 005845 FRAME: 0497

AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of April 27, 2016, by and among Jam Industries USA, LLC, a Delaware limited liability company ("**Jam**") and each of U.S. Music Corporation, an Illinois corporation ("**USM**"), and American Music & Sound, LLC, a Delaware limited liability company ("**AM&S**", and collectively with USM, the "**Merged Companies**," and each individually, a "**Merged Company**"), and Mem2002Co Inc., a Delaware corporation (the "**Member**").

RECITALS

WHEREAS, the managing persons and equity holders of Jam and each Merged Company have determined that it is advisable and in the best interests of the Member and its affiliated group of companies for each Merged Company to be merged with and into Jam, with Jam being the surviving entity, upon the terms and subject to the conditions set forth herein; and

WHEREAS, Jam, each Merged Company and the Member believe that the merger provided for in this Agreement will, among other benefits to the parties hereto: (i) simplify the corporate structure of the holdings, both direct and indirect, of the Member, (ii) reduce the administrative cost of the accounting and other administrative functions associated with the Member's indirect investment activities by bringing all such activities into a smaller number of larger legal Persons (as defined below), and (iii) increase Jam's directly owned assets and, as a result, limit the need for additional credit support when transacting, thereby insulating the Member and its parent companies from direct liability;

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms. The following terms as used in this Agreement shall have the respective definitions set forth below:

"**Delaware Certificate of Merger**" shall have the meaning set forth in Section 2.2.

"**DLLCA**" shall have the meaning set forth in Section 2.2.

"**Effective Time**" shall have the meaning set forth in Section 2.2.

"**IBCA**" shall have the meaning set forth in Section 2.2.

"**Illinois Certificate of Merger**" shall have the meaning set forth in Section 2.2.

"**Material Adverse Effect**" means a material adverse effect on the condition (financial or otherwise) of the properties, assets, liabilities, business or results of operations of the relevant entity or entities, taken as a whole.

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"**Merger**" shall have the meaning set forth in Section 2.1.

"**Person**" means and includes any natural person, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental or political subdivision, regulatory body or other entity.

"**Surviving Company**" shall have the meaning set forth in Section 2.1.

"**Surviving Company Equity**" shall have the meaning set forth in Section 4.1.

ARTICLE 2

THE MERGER; EFFECTIVE TIME

2.1 The Merger. Subject to the terms and conditions of this Agreement, effective at the Effective Time, the Merged Companies shall be merged with and into Jam and the separate existence each Merged Company shall thereupon cease (the "**Merger**"). Jam shall be the surviving entity in the Merger (and from and after the Effective Time, Jam shall be referred to herein as the "**Surviving Company**"). At the Effective Time, the issued and outstanding limited liability company interests (units) of the Surviving Company shall be as described in Section 4.1. The Surviving Company shall continue to be governed by the laws of the State of Delaware. The separate existence of Jam with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger.

2.2 Effective Time. Jam shall forthwith cause (i) a certificate of merger (the "**Delaware Certificate of Merger**") to be executed and filed with the Secretary of State of Delaware as provided in Section 18-209 of the Delaware Limited Liability Company Act ("**DLLCA**") and (ii) articles of merger (the "**Illinois Certificate of Merger**") to be executed and filed with the Secretary of State of Illinois as provided in Section 11.39 of the Illinois Business Corporations Act ("**IBCA**"). The Merger shall become effective on April 30, 2016. For purposes of the DLLCA, the effective time of the Merger shall be 11:59 pm EDT. Such time is hereinafter referred to as the "**Effective Time**".

2.3 Effects of the Merger. The Merger shall have the effects specified in the DLLCA and IBCA. Without limiting the generality of the foregoing, at the Effective Time all the properties, rights, privileges, immunities, powers and franchises of Jam and of each Merged Company shall vest in the Surviving Company, and all debts, liabilities, obligations and duties of Jam and each Merged Company shall become the debts, liabilities, obligations and duties of the Surviving Company.

2.4 Tax-Free Reorganization. The parties hereto acknowledge that, for U.S. federal income tax purposes, both Jam and AM&S are disregarded as entities separate from the Member, and agree that, for U.S. federal income tax purposes, (i) the merger of AM&S into Jam is intended to be disregarded, and (ii) the merger of USM into Jam is intended to be treated as a liquidation of USM into the Member pursuant to Section 332 of the Internal Revenue Code of 1986, as amended. Each party shall only take positions or make filings with governmental agencies that are consistent with such treatment.

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ARTICLE 3

CERTIFICATE OF FORMATION AND LIMITED LIABILITY COMPANY OF THE SURVIVING COMPANY

3.1 Certificate of Formation. The Certificate of Formation of Jam in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Company (until duly amended in accordance with the DLLCA).

3.2 Limited Liability Company Agreement. The limited liability company agreement of Jam in effect immediately prior to the Effective Time shall be the limited liability company agreement of the Surviving Company (until duly amended in accordance with the terms thereof and the DLLCA).

ARTICLE 4

TREATMENT OF EQUITY IN THE MERGER

4.1 Equity in the Surviving Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Member or Jam, the limited liability company interests (100 units) of Jam issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding as the issued and outstanding limited liability company interests (100 units) of the Surviving Company (such limited liability company interests (units) being referred to collectively as the "**Surviving Company Equity**"). All such Surviving Company Equity shall continue to be issued in the name of Jam and, at the Effective Time, the registered holder of the Surviving Company Equity shall be the Member.

4.2 Cancellation of Merged Company Equity. Jam and the Merged Companies acknowledge and agree that, due to the fact that all of the equity interests in the Merged Companies are directly owned by Member, it would be inefficient to issue additional Jam equity to the Member on account of the Merger. Accordingly, at the Effective Time, all of the equity of each Merged Company issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the Member or Jam, shall be cancelled.

4.3 Lost Certificates. The issued and outstanding limited liability company interests (units) of Jam shall become Surviving Company Equity notwithstanding any loss, theft or destruction of (or any other failure to surrender) any equity certificates issued by any Merged Company to the Member prior to the Effective Time.

4.4 No Dissenters' Rights. Each party hereto hereby waives any appraisal rights otherwise available under Sections 11.65 and 11.70 of the IBCA or any provision of the DLLCA that would give comparable rights to such party in connection with the Merger.

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ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF JAM

5.1 Representations and Warranties of Jam. Jam hereby represents and warrants to each Merged Company and the Member that, as of the date hereof:

(a) Organization.

(i) Jam is an entity duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware and is in good standing as a foreign entity in each jurisdiction where the properties owned, leased or operated, or the business conducted, by it (if any) require such qualification, except for such failure to so qualify or be in such good standing, which, when taken together with all other such failures, could not reasonably be expected to have a Material Adverse Effect.

(ii) Jam has the requisite power and authority to carry on its businesses as now being conducted, except where the failure to have such power or authority could not reasonably be expected to have a Material Adverse Effect.

(b) Governmental Filings; No Violations.

(i) No notices, reports or other filings are required to be made by Jam with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Jam from, any governmental or regulatory agency, bureau or department in connection with the execution and delivery of this Agreement by Jam and the consummation of the transactions contemplated hereby by Jam, the failure to make or obtain any or all of which could prevent or materially delay the transactions contemplated by this Agreement, other than certificates reflecting the change of the name of Jam as described herein, which shall be filed after the Effective Time.

(ii) The execution and delivery of this Agreement by Jam do not, and the consummation of the transactions contemplated hereby by Jam will not, constitute or result in a breach or violation of, or a default under, Jam's organizational documents.

(c) Capitalization.

(i) All of the issued and outstanding limited liability company interests (units) of Jam are owned by the Member. All of such limited liability company interests (units) of Jam have been duly authorized and are validly issued, fully paid and non-assessable, each to the extent applicable.

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(ii) Jam has not entered into, granted or issued (as applicable) any preemptive rights, subscriptions, options, warrants, rights, convertible securities, contractual obligations or other agreements or commitments of any character relating to its equity or any other securities. After the Effective Time, the Surviving Company will have no obligation to issue, transfer or sell any Surviving Company Equity pursuant to any option granted by Jam or any benefit plan previously adopted by Jam.

(d) Authority Relative to this Agreement Jam has all necessary limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Jam and constitutes a valid, legal and binding agreement of Jam, enforceable against Jam in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF THE MERGED COMPANIES

6.1 Representations and Warranties of the Merged Companies. Each Merged Company hereby severally (but not jointly and severally) represents and warrants to Jam and the Member that, as of the date hereof (with respect to such Merged Company only):

(a) Organization and Qualification.

(i) Such Merged Company is a corporation or limited liability company duly incorporated or formed, as applicable, organized, validly existing and in good standing under the laws of the State of Illinois or under the laws of the State of Delaware, as applicable, and is in good standing as a foreign entity in each jurisdiction where the properties owned, leased or operated, or the business conducted, by it (if any) require such qualification, except for such failure to so qualify or be in such good standing, which, when taken together with all other such failures, could not reasonably be expected to have a Material Adverse Effect.

(ii) Such Merged Company has the requisite power and authority to carry on its respective business as it is now being conducted, except where the failure to have such power or authority could not reasonably be expected to have a Material Adverse Effect.

(b) Governmental Filings; No Violations.

(i) No notices, reports or other filings are required to be made by such Merged Company with, nor are any consents, registrations, approvals,

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permits or authorizations required to be obtained by such Merged Company from, any governmental or regulatory agency, bureau or department in connection with the execution and delivery of this Agreement by such Merged Company and the consummation of the transactions contemplated hereby by such Merged Company, the failure to make or obtain any or all of which could prevent or materially delay the transactions contemplated by this Agreement.

(ii) The execution and delivery of this Agreement by such Merged Company do not, and the consummation of the transactions contemplated hereby by such Merged Company will not, constitute or result in a breach or violation of, or a default under, such Merged Company's organizational documents.

(c) Capitalization.

(i) All of the issued and outstanding equity of such Merged Company is directly owned by the Member. All of the outstanding equity of each Merged Company has been duly authorized and is validly issued, fully paid and non-assessable, to the extent as applicable.

(ii) Such Merged Company has not entered into, granted or issued (as applicable) any preemptive rights, subscriptions, options, warrants, rights, convertible securities, contractual obligations or other agreements or commitments of any character relating to its equity or any other securities.

(d) Authority Relative to this Agreement. Such Merged Company has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Merged Company and constitutes a valid, legal and binding agreement of such Merged Company, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF THE MEMBER

7.1 Representations and Warranties of the Member. The Member hereby represents and warrants to Jam and each Merged Company that, as of the date hereof, the Member has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

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ARTICLE 8

MISCELLANEOUS AND GENERAL

8.1 Modification or Amendment. Subject to the applicable provisions of the DGCL, the DLLCA and the IBCA, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of all of the parties hereto.

8.2 Survival. The representations, warranties and agreements hereunder (as applicable) of Jam, each Merged Company and the Member shall survive the consummation of the Merger for a period of six (6) months.

8.3 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.4 GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE PURSUANT TO, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the Person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.5 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

(b) Notwithstanding the foregoing, the parties hereby agree that pursuant to Section 11.39 of the IBCA, the Surviving Company may be served with process in the State of Illinois in any proceeding for enforcement of any obligation of any constituent corporation or limited liability company of the State of Illinois, as well as for enforcement of any obligation of the Surviving Company arising from the Merger, and shall irrevocably appoint the Secretary of State of Illinois as its agent to accept service of process in any such suit or other proceedings.

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(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION 8.4.

8.5 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, to the applicable party c/o the Member, at the address of the Member's General Counsel at the Member's principal business address, or to such other Persons or at such other addresses as may be designated in writing by the party to receive such notice.

8.6 Recitals; Entire Agreement. The recitals to this Agreement form an integral part hereof and are hereby incorporated into the operative provisions hereof as though set forth at length in this Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the Merger.

8.7 No Third Party Beneficiaries. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

8.8 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.9 Interpretation. The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the

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words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto with effect as of the date first hereinabove written.

Jam Industries USA, LLC,
a Delaware limited liability company

By: _____
Name: Martin Szpiro

U.S. Music Corporation,
an Illinois corporation

By: _____
Name: Martin Szpiro

American Music & Sound, LLC,
a Delaware limited liability company

By: _____
Name: Martin Szpiro

MEMBER:

Mem2002Co Inc.,
a Delaware corporation

By: _____
Name: Martin Szpiro

NYC#: 146800.4

EXHIBIT B

ED ROMAN ENTERPRISES, INC.

Business Entity Information

Status:	Revoked	File Date:	3/8/2002
Type:	Domestic Corporation	Entity Number:	C5896-2002
Qualifying State:	NV	List of Officers Due:	3/31/2016
Managed By:		Expiration Date:	
NV Business ID:	NV20021252105	Business License Exp:	3/31/2016

Additional Information

Central Index Key:	

Registered Agent Information

Registered Agent resigned

Financial Information

No Par Share Count:	0	Capital Amount:	$ 25,000.00
Par Share Count:	25,000.00	Par Share Value:	$ 1.00

Officers

Include Inactive Officers

President - FREDRICK P WAID			
Address 1:	10080 W. ALTA DRIVE STE 200	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89145	Country:	USA
Status:	Active	Email:	
Secretary - FREDRICK P WAID			
Address 1:	10080 W. ALTA DR., STE. 200	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89145	Country:	USA
Status:	Active	Email:	
Treasurer - FREDRICK P WAID			
Address 1:	10080 W. ALTA DR., STE. 200	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89145	Country:	USA
Status:	Active	Email:	
Director - FREDRICK P WAID			
Address 1:	10080 W. ALTA DR., STE. 200	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89145	Country:	USA
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation		
Document Number:	C5896-2002-001	# of Pages:	7
File Date:	3/8/2002	Effective Date:	
(No notes for this action)			

Action Type:	Initial List		
Document Number:	C5896-2002-004	# of Pages:	1
File Date:	4/3/2002	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	C5896-2002-003	# of Pages:	1
File Date:	2/13/2003	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	C5896-2002-002	# of Pages:	1
File Date:	3/11/2004	Effective Date:	
List of Officers for 2004 to 2005			

Action Type:	Annual List		
Document Number:	20050115151-71	# of Pages:	1
File Date:	3/30/2005	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	20060191847-08	# of Pages:	1
File Date:	3/27/2006	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	20070694415-68	# of Pages:	1
File Date:	10/9/2007	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	20080526863-50	# of Pages:	1
File Date:	8/4/2008	Effective Date:	
08/09			

Action Type:	Annual List		
Document Number:	20090316862-17	# of Pages:	1
File Date:	3/30/2009	Effective Date:	
09-10			

Action Type:	Reinstatement		
Document Number:	20110317850-48	# of Pages:	1
File Date:	4/28/2011	Effective Date:	
REVOKED OON 4/1/2011			

Action Type:	Acceptance of Registered Agent		
Document Number:	20110317853-71	# of Pages:	1
File Date:	4/28/2011	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20120373943-64	# of Pages:	1
File Date:	5/24/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120366209-21	# of Pages:	1
File Date:	5/24/2012	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20120777136-56	# of Pages:	1
File Date:	11/16/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130212067-74	# of Pages:	1
File Date:	3/29/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140238700-17	# of Pages:	1
File Date:	3/31/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150058677-11	# of Pages:	1
File Date:	2/6/2015	Effective Date:	
(No notes for this action)			
Action Type:	Commercial Registered Agent Resignation		
Document Number:	20160164648-38	# of Pages:	2
File Date:	4/12/2016	Effective Date:	
(No notes for this action)			

EXHIBIT C

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "PREMIER BUILDERS GUILD, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2016, AT 12:14 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

4744598 8100
SR# 20175223508

Authentication: 202879153
Date: 07-13-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:14 PM 12/20/2016
FILED 12:14 PM 12/20/2016
SR 20167205147 - File Number 4744598

STATE OF DELAWARE
CERTIFICATE OF CANCELLATION

1. The name of the limited liability company is Premier Builders Guild, LLC

2. The Certificate of Formation of the limited liability company was filed on 10/21/2009

3. This Certificate of Cancellation shall become effective December 31, 2016 at 11:59 PM.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 20th day of December, A.D. 2016.

By: _____
Authorized Person(s)

Name: MICHAEL BERNSTEIN
Print or Type