



State of Rhode Island
Department of State - Business Services Division

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 R.I. DEPT. OF STATE
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Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Limited Partnership,
 Limited Liability Company or Non-Profit Corporation

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- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Limited Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

Pursuant to the provisions of RIGL Title 7, the undersigned entities submit the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one entity:

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES			
a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:			
ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE <small>*under which entity is organized</small>
	I.D. Images LLC	LLC	Ohio
001729458	Digital Printing Concepts LLC	LLC	Rhode Island
b. The laws of the state under which each entity is organized permit such merger or consolidation.			
c. The full name of the surviving entity is: I.D. Images LLC			
which is to be governed by the laws of the state of: Ohio			
d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation MUST be attached.			
e. If the surviving entity's name has been amended via the merger, please state the new name.			
f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is: I.D. Images Acquisition, LLC, 4143 Maple Ave, Suite 240, Dallas, TX 75219			

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

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g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

Later effective date (see instructions) _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL CHAPTER 7-1.2.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL Chapter 7-1.2

b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

c. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is:

ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 7-6.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

c. An original Letter of Good Standing issued by the RI Division of Taxation must accompany these Articles of Merger or Consolidation.

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

Form 610- Revised. 03/2021

SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.

a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

I.D. Images LLC

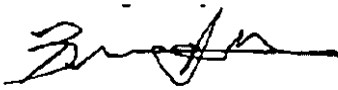
Type or Print Name of Person Signing

Bruno Adoric

Title of Person Signing

Authorized Representative

Signature



Date

11/15/2021

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Digital Printing Concepts, LLC

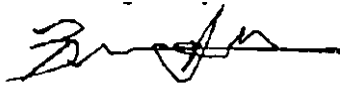
Type or Print Name of Person Signing

Bruno Adoric

Title of Person Signing

Authorized Representative

Signature



Date

11/15/2021

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

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Form 610- Revised: 03/2021

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Merger Agreement"), dated as of November 16, 2021, by and between I.D. Images LLC, an Ohio limited liability company ("IDI LLC"), and Digital Printing Concepts LLC, a Rhode Island limited liability company ("DPC LLC").

WITNESSETH:

WHEREAS, IDI LLC and DPC LLC intend that DPC LLC be merged with and into IDI LLC, with IDI LLC surviving the merger on the terms and subject to the conditions set forth herein (the "Merger"); and

WHEREAS, I.D. Images Acquisition, LLC, a Delaware limited liability company, the sole member of IDI LLC and the sole member of DPC LLC, has adopted and approved the Merger, this Merger Agreement and the transactions contemplated hereby; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

1. Merger. Upon the terms and subject to the conditions hereof and in accordance with Section 1705.36 of the Ohio Revised Code and Sections 7-16-59 to 7-16-62 and 7-16-64 of the Rhode Island Limited Liability Company Act, DPC LLC shall be merged with and into IDI LLC and IDI LLC shall be, and is herein referred to as, the "Surviving Entity." The Merger shall become effective at the time and on the date of the filing of the Articles of Merger under the applicable requirements of Rhode Island law and Ohio law, or such later time and date as may be set forth in the Articles of Merger (the "Effective Time").

2. Effect of Merger. At the Effective Time, the separate existence of DPC LLC shall cease and DPC LLC shall be merged with and into IDI LLC. The consummation of the Merger will have the effects provided under Rhode Island law and Ohio law with respect to a merger of a Rhode Island limited liability company with and into an Ohio limited liability company.

3. Articles of Organization. The articles of organization of IDI LLC, in effect as of the Effective Time, shall be the articles of organization of the Surviving Entity until amended in accordance with applicable law.

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

5. Conversion of Securities. As of the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Entity, all membership interests of DPC LLC (the "Securities") issued and outstanding immediately prior to the Effective Time shall be converted into membership interests in the Surviving Entity. All Securities to be converted pursuant to this Section 6 shall

from and after the Effective Time no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

6. Amendment and Modification. This Merger Agreement may be amended or modified at any time by the parties hereto, but only pursuant to an instrument in writing signed by the parties and only in accordance with applicable provisions of Ohio law.

7. Entire Agreement; Assignment. This Merger Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

8. Validity. The invalidity or unenforceability of any term or provision of this Merger Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions in any other situation or in any other jurisdiction.

9. Governing Law. This Merger Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule thereof.

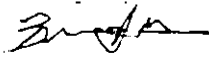
10. Descriptive Headings. The descriptive headings therein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Merger Agreement or in any way affect this Merger Agreement.

11. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, IDI LLC and DPC LLC have caused this Merger Agreement to be signed by their respective duly authorized persons as of the date first above written.


Sole Member of I.D. Images LLC

I.D. Images Acquisition, LLC

By: 
Name: Bruno Adoric
Title: Authorized Representative

Sole Member of Digital Printing Concepts LLC

I.D. Images Acquisition, LLC

By: 
Name: Bruno Adoric
Title: Authorized Representative



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this
office on this day:

November 16, 2021 12:59 PM

A handwritten signature in blue ink that reads "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

