

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Genesis Financial & Payment Systems, Inc.		12/30/2009
			Entity Type
			CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Genesis Financial & Payment Systems Illinois, LLC		
Street Address:	3175 Commercial Avenue		
Internal Address:	Suite 201		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3895774	USAWEBCA\$H
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.456.8400		
Email:	chiipmail@gtlaw.com, dunningj@gtlaw.com		
Correspondent Name:	Jeffrey Dunning, Greenberg Traurig, LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	111885.010100		
NAME OF SUBMITTER:	Jeffrey P. Dunning		

CH \$40.00 3895774

Signature:	/Jeffrey P. Dunning/
Date:	06/08/2011
Total Attachments: 7 source=Genesis Financial & Payment Systems Illinois, LLC - Filed Articles of Merger with Genesis Financial #page1.tif source=Genesis Financial & Payment Systems Illinois, LLC - Filed Articles of Merger with Genesis Financial #page2.tif source=Genesis Financial & Payment Systems Illinois, LLC - Filed Articles of Merger with Genesis Financial #page3.tif source=Genesis Financial & Payment Systems Illinois, LLC - Filed Articles of Merger with Genesis Financial #page4.tif source=Genesis Financial & Payment Systems Illinois, LLC - Filed Articles of Merger with Genesis Financial #page5.tif source=Genesis Financial & Payment Systems Illinois, LLC - Filed Articles of Merger with Genesis Financial #page6.tif source=Genesis Financial & Payment Systems Illinois, LLC - Filed Articles of Merger with Genesis Financial #page7.tif	

Form **LLC-37.25**
 April 2008
 Secretary of State Jesse White
 Department of Business Services
 Limited Liability Division
 501 S. Second St., Rm. 351
 Springfield, IL 62756
 217-524-8008
 www.cyberdriveillinois.com

Payment must be made by check or money order payable to Secretary of State. Filing fee is \$100, but if merger or more than two entities, \$50 for each additional entity.

**Illinois
 Limited Liability Company Act
 Articles of Merger**

SUBMIT IN DUPLICATE
 Must be typewritten.

This space for use by Secretary of State.

Date: 12/31/09
 Filing Fee: \$ 100.00
 Approved: [Signature]

ASSIGNED FILE #: 03209857

This space for use by Secretary of State.

FILED
DEC 31 2009
JESSE WHITE
SECRETARY OF STATE

1. Names of Entities proposing to merge, and State or Country of Organization:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File Number (if any)
<u>Genesis Financial & Payment Systems, Inc.</u>	<u>Corporation</u>	<u>Illinois</u>	<u>63768782</u>
<u>Genesis Financial & Payment Systems Illinois, LLC</u>	<u>Limited Liability Company</u>	<u>Illinois</u>	<u>03209857</u>

2. The plan of merger has been approved and signed by each Limited Liability Company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

3. a. Name of Surviving Entity: Genesis Financial & Payment Systems Illinois, LLC

b. Address of Surviving Entity: 3175 Commercial Avenue, Suite #201, Northbrook, Illinois 60062

4. Effective date of merger: (check one)

a. the filing date, or
 b. a later date, but not more than 30 days subsequent to the filing date: December 31, 2009
 Month, Day, Year

5. All Limited Liability Companies that are parties to this merger and were on record with the Illinois Secretary of State prior to Jan. 1, 1998, have elected in their operating agreements to be governed by the Amendatory Act of 1997.

6. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization by reason of this merger:

Please see attached Exhibit A.



Doc#: 1000518044 Fee: \$48.00
 Eugene "Gene" Moore
 Cook County Recorder of Deeds
 Date: 01/05/2010 11:40 AM Pg: 1 of 7



Printed on recycled paper.
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LLC-37.25


7. For the Limited Liability Companies that are parties to the merger, complete the following:

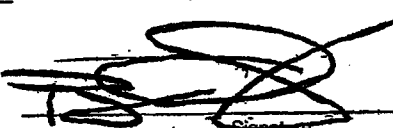
Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
Genesis Financial & Payment Systems Illinois, LLC	Illinois	12/28/2009	

8. If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

9. The undersigned entities caused these Articles of Merger to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

Dated December 30, 2009
Month & Day Year

1. 
 Signature
 Brad Gagerman, Co-President
Name and Title (type or print)
 Genesis Financial & Payment Systems, Inc.
Name if a Corporation or other Entity

2. 
 Signature
 Brad Gagerman, Manager
Name and Title (type or print)
 Genesis Financial & Payment Systems Illinois, LLC
Name if a Corporation or other Entity

3. _____
 Signature

 Name and Title (type or print)

 Name if a Corporation or other Entity

4. _____
 Signature

 Name and Title (type or print)

 Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.
 Carbon copy, photocopy or rubber stamp signatures
 may only be used on conformed copies.**



EXHIBIT A

A handwritten signature in black ink, consisting of several stylized, overlapping loops and curves. The signature is centered on the page and appears to be a cursive or semi-cursive script.

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

GENESIS FINANCIAL & PAYMENT SYSTEMS, INC.,
an Illinois corporation

and

GENESIS FINANCIAL & PAYMENT SYSTEMS ILLINOIS, LLC,
an Illinois limited liability company

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), dated as of December 29, 2009, is entered into by and between Genesis Financial & Payment Systems, Inc., an Illinois corporation (the "Merging Corporation"), and Genesis Financial & Payment Systems Illinois, LLC, an Illinois limited liability company (the "Survivor").

WHEREAS, the Merging Corporation and the Survivor are entering into this Plan of Merger, which contemplates the merger ("Merger") of the Merging Corporation with and into the Survivor upon the terms and conditions provided herein and pursuant to the applicable provisions of the Illinois Business Corporation Act, as amended (the "IBCA"), and the applicable provisions of the Illinois Limited Liability Company Act, as amended (the "ILLCA");

WHEREAS, the outstanding shares of the capital stock of the Merging Corporation are owned by the shareholders of the Merging Corporation (collectively, the "Shareholders"), and all of the outstanding membership interests in the Survivor are owned by Genesis Financial & Payment Systems Holdings, LLC (the "sole member"); and

WHEREAS, the Board of Directors of the Merging Corporation and the sole member of the Survivor deem it in the best interests of their respective companies and equity holders that the Merging Corporation be merged with and into the Survivor, with Survivor being the surviving company of the Merger, and such Board of Directors and sole member have approved this Plan of Merger, have authorized its execution and delivery, have directed that this Plan of Merger be submitted to the Merging Corporation's shareholders and the Survivor's sole member, for approval, and have recommended its approval.

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, and in accordance with the IBCA and the ILLCA, the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect:

ARTICLE 1
THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as defined below), the Merging Corporation will be merged with and into the

Survivor, in accordance with the applicable provisions of the IBCA and the applicable provisions of the ILLCA.

1.2 Effective Time of the Merger. Subject to the provisions of this Plan of Merger, Articles of Merger under the IBCA, and Articles of Merger under the ILLCA (collectively, the "Articles of Merger") shall be duly prepared and executed by the Merging Corporation and the Survivor and thereafter delivered to the Secretary of State of Illinois, for filing as provided in the IBCA and ILLCA as soon as practicable after approval of the Plan of Merger and the Merger by all of the shareholders of the Merging Corporation and the sole member of the Survivor, to be effective as of the end of the business day on December 31, 2009 (the "Effective Time").

1.3 Effects of the Merger.

(a) At the Effective Time, (i) the separate existence of the Merging Corporation shall cease, and the Merging Corporation shall be merged with and into the Survivor as provided in Sections 11.39 and 11.50 of the IBCA and Sections 37-20 and 37-30 of the ILLCA (the Merging Corporation and the Survivor are sometimes referred to herein as the "Constituent Companies"); (ii) the Articles of Organization of the Survivor shall continue without change (until further amended in accordance with applicable law); and (iii) the manager of the Survivor immediately prior to the Effective Time shall continue without change as the manager of the Survivor.

(b) In accordance with Section 11.50 of the IBCA and Section 37-30 of the ILLCA, at and after the Effective Time, the Survivor shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties, of each of the Constituent Companies; and all and singular rights, privileges, powers and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to either of the Constituent Companies on whatever account, as well as for subscriptions and all other things in action or belonging to each of the Constituent Companies, shall be vested in the Survivor; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of the Survivor as they were of the Constituent Companies shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Companies shall thereafter attach to the Survivor, and may be enforced against it to the same extent as if said debts and liabilities had been incurred or contracted by it. Any action or proceeding, whether civil, criminal, administrative or investigatory, pending by or against either Constituent Companies shall be prosecuted as if the Merger had not taken place, or the Survivor may be substituted as a party in such action or proceeding in place of any Constituent Company.

ARTICLE 2
CONVERSION OF SHARES

2.1 Conversion of Merging Corporation Stock. Each of the issued shares of the Merging Corporation shall, at the Effective Time of the Merger, be converted into one Unit of limited liability company membership interest (each a "Unit" and collectively, "Units") in the sole member of Survivor (the "Converted Interests"). The Converted Interests shall be issued to

and in the names of each holder of shares in the Merging Corporation. The issued Units of the sole member of Survivor shall not be converted in any manner, but each said Unit which is issued as of the Effective Time of the Merger shall continue to represent one issued Unit of the sole member of Survivor.

ARTICLE 3
SHAREHOLDER AND MEMBER APPROVAL

3.1 Approval. This Plan of Merger and the Merger herein contemplated shall be submitted to the shareholders of the Merging Corporation and the sole member of the Survivor, in accordance with the applicable provisions of law, and the consummation of this Plan of Merger and the Merger herein provided for is conditioned upon the approval hereof by such shareholders and sole member as provided by law.

ARTICLE 4
GENERAL PROVISIONS

4.1 Authorization. The Board of Directors and the proper officers of the Merging Corporation and the manager of the Survivor are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger herein provided for.

4.2 Counterparts. This Plan of Merger may be executed in counterparts (including by means of telecopied signature page), each of which shall constitute one and the same instrument.

4.3 Headings. The headings in this Plan of Merger are inserted for convenience only and shall not constitute a part thereof.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior agreements and undertakings, both written and oral, between the parties or of either of them regarding such subject matter.

4.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Constituent Companies have executed this Plan of Merger as of the date and year first above written.

**GENESIS FINANCIAL & PAYMENT SYSTEMS,
INC.,**
an Illinois corporation

By: 

Brad Gagerman, Co-President

**GENESIS FINANCIAL & PAYMENT SYSTEMS
ILLINOIS, LLC, an Illinois limited liability
company**

By: 

Brad Gagerman, Manager