

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/30/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compass Knowledge Holdings, Inc.		11/30/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Compass Knowledge Group, LLC		
Street Address:	2145 Metrocenter Blvd., Suite 400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32835		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3683077	COMPASS KNOWLEDGE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	023880-0116		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$40.00 3683077

900196206

**TRADEMARK
 REEL: 004575 FRAME: 0637**

Date:

07/05/2011

Total Attachments: 8

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December 1, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

COMPASS KNOWLEDGE GROUP, LLC
2145 METROCENTER BLVD
SUITE 400
ORLANDO, FL 32835

Re: Document Number L96000000254

The Articles of Merger for COMPASS KNOWLEDGE GROUP, LLC, the surviving Florida entity, were filed on November 30, 2010.

This document was electronically received and filed under FAX audit number H1000257206.

Should you have any questions regarding this matter, please feel free to telephone (850) 245-6050, the Amendment Filing Section.

Leslie Sellers
Regulatory Specialist II
Division of Corporations

Letter Number: 210A00027933

P.O BOX 6327 - Tallahassee, Florida 32314

TRADEMARK
REEL: 004575 FRAME: 0639

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Compass Knowledge Holdings, Inc.	Nevada	Corporation
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Compass Knowledge Group, LLC	Florida	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

_____ N/A _____

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

_____ N/A _____

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

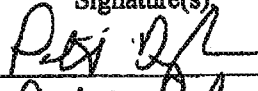
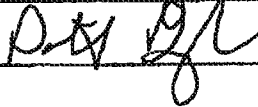
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Compass Knowledge Holdings, Inc.		Patrick Donoghue
Compass Knowledge Group, LLC		Patrick Donoghue

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each Limited Partnership: \$52.50
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

**Agreement of Merger and Conversion
and
Plan of Reorganization**

This Agreement of Merger and Conversion and Plan of Reorganization dated as of November 30, 2010 (hereinafter called this "*Agreement*") is entered into by and between Compass Knowledge Holdings, Inc., a Nevada corporation ("*Merging Entity*") and Compass Knowledge Group, LLC, a Florida limited liability company ("*Surviving Entity*") with reference to the following:

RECITALS:

A. EBNT USA Holdings Inc., a Delaware corporation ("*Parent*") owns one hundred percent (100%) of all outstanding shares of Merging Entity, and Merging Entity owns one hundred percent (100%) of all limited liability company interests in Surviving Entity;

B. The authorized capital stock of Merging Entity consists of Fifty Million (50,000,000) shares of Common Stock with par value of \$0.001 per share ("*Merging Entity Common Stock*"), of which one hundred (100) shares are issued to and held by Parent;

C. Surviving Entity has limited liability company interests equal to one hundred percent (100%), all held by Merging Entity;

D. The sole member of Surviving Entity will elect to treat Surviving Entity as a corporation for Federal and State tax law purposes;

E. The sole Director of Merging Entity has resolved that Merging Entity be merged into a limited liability company existing under the laws of the State of Florida, to wit, Surviving Entity, and the Board of Directors of Parent has approved and consented to such merger, all in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code (the "*Code*") and in a merger pursuant to Title 7 of the Nevada Revised Statutes and Title XXXVI of the Florida Statutes (the Nevada Revised Statutes and the Florida Statutes are collectively referred to herein as the "*Applicable Law*");

F. Parent has resolved to convert Surviving Entity into a Florida corporation pursuant to Section 607.1115 of the Florida Statutes by means of filing a Certificate of Conversion and Articles of Incorporation with the Florida Secretary of State; and

G. The sole Director of Merging Entity and the sole member of Surviving Entity have approved the merger, the conversion and the reorganization upon the terms and conditions hereinafter set forth and have approved this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, and in accordance with the Nevada Revised Statutes and the Florida Statutes, the parties hereto hereby agree that (i) Merging Entity shall be, at the Merger Date (as hereinafter defined) merged (the "*Merger*") into a limited liability company existing under the laws of the State of Florida, to wit, Surviving Entity, which shall be the Acquiring Corporation for purposes of the Code, (ii) Surviving Entity shall be at the Conversion Date (as hereinafter defined) converted into a Florida Corporation (the "*Conversion*"), and (iii) the parties hereto adopt and agree to

the following agreements, terms, and conditions relating to the Merger and Conversion the mode of carrying the same into effect.

1. **Preliminary Matters.**

1.1 Merging Entity Shareholder Consent. Merging Entity shall obtain the consent of its sole shareholder, Parent, for approval and adoption of this Agreement, among other matters, in accordance with the Applicable Law.

1.2 Surviving Entity Shareholder Consent. Merging Entity, as the sole member of Surviving Entity, shall adopt this Agreement, among other matters, in accordance with the Applicable Law.

1.3 Tax Election. Surviving Entity shall elect for federal and state tax purposes to be classified as a corporation under the Code (or any successor law) and regulations issued thereunder by preparing and delivering Form 8832, Entity Classification Election, to the United States Internal Revenue Service service center designated on Form 8832. The effective date of such election shall be before or on the Merger Date.

2. **Effects of Merger.** If, in accordance with and pursuant to, the Applicable Law (a) this Agreement is adopted by the stockholders of Merging Entity, (b) this Agreement has been adopted by Merging Entity as the sole owner of Surviving Entity, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then:

2.1 Filings. A Certificate of Merger and an Articles of Merger shall be filed and recorded in accordance with the Nevada Revised Statutes and the Florida Statutes, respectively. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the day of such filing in Florida, which date and time are herein referred to as the "Merger Date."

2.2 Status of Securities. The manner and basis of converting the shares of the capital stock of Merging Entity and the nature and amount of securities of Surviving Entity which the holders of shares of Merging Entity Common Stock are to receive in exchange for such shares are as follows: Each one (1) share of Merging Entity Common Stock which shall be issued and outstanding immediately before the Merger Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Merger Date into one percent (1%) of Surviving Entity's limited liability company interests, and outstanding certificates representing shares of Merging Entity Common Stock shall cease to exist and certificates representing such shares shall be cancelled.

2.3 Status, rights, liabilities, of Merging Entity and Surviving Entity following Merger. On the Merger Date, the separate existence of Merging Entity shall cease, and Merging Entity shall be merged with Surviving Entity which 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 Merging Entity; and all the rights, privileges, powers, and franchises of Merging Entity, and all property, real, personal, and mixed, and all debts due to Merging Entity on whatever account, as well for stock subscriptions and all other things in action or belonging to Merging Entity, shall be vested in Surviving Entity; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of Surviving Entity as they were of Merging Entity, and the title to any real estate vested by deed or otherwise, under the laws of Nevada or Florida or any other jurisdiction, in Merging Entity, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Merging Entity shall be preserved unimpaired, and all debts, liabilities, and duties of Merging Entity shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities, and

duties had been incurred or contracted by it. At any time, or from time to time, after the Merger Date, the last acting officers of Merging Entity or the corresponding officers of Surviving Entity, may, in the name of Merging Entity, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as Surviving Entity may deem necessary or desirable in order to vest, perfect, or confirm in Surviving Entity title to and possession of all Merging Entity's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2.4 Taxes. The Merger shall be treated by the parties hereto as a reorganization under Section 368(a)(1)(F) of the Code. The parties hereto agree to file all U.S. tax returns consistent with, and to cooperate on all other filings, reports or documentation to effect, the foregoing and the parties further agree that they shall not voluntarily take any action inconsistent therewith upon any audit or examination or in any other filing.

3. Effects of Conversion. If the Merger has been duly approved and the applicable filings submitted to the relevant Secretary of States, then:

3.1 Filings. A Certificate of Conversion and Articles of Incorporation shall be filed and recorded in accordance with the Florida Statutes on behalf of Surviving Entity. The Conversion shall be effective as of immediately following the Merger (the "Conversion Date.")

3.2 Articles of Incorporation; Bylaws. The Articles of Organization of Surviving Entity as in effect on the Effective Date shall be replaced by Articles of Incorporation of Surviving Entity and Surviving Entity shall adopt Bylaws, and such Articles of Incorporation and Bylaws shall be the Articles of Incorporation and By-Laws of Surviving Entity from the Conversion Date until amended as provided therein.

3.3 Status of Interests. The manner and basis of converting the limited liability company interests of Surviving Entity and the nature and amount of securities of Surviving Entity which the holders of limited liability company interests are to receive upon conversion of Surviving Entity are as follows: Each one percent (1%) of limited liability company interests of Surviving Entity held by Parent immediately before the Conversion, shall, by virtue of the Conversion and at the Conversion Date, cease to exist and be converted into one (1) share of common stock with par value of \$0.001 per share of Surviving Entity.

3.4 Status, rights, liabilities, of Surviving Entity following Conversion. The conversion of Surviving Entity into a Florida corporation shall not affect any obligations or liabilities of Surviving Entity incurred prior to its conversion to a Florida corporation. When the conversion becomes effective, for all purposes of Florida Statutes, all of the rights, privileges, and powers of Surviving Entity, and all property, real, personal, and mixed, and all debts due to Surviving Entity, as well as all other things and causes of action belonging to such other business entity, shall be vested in the Florida corporation into which it was converted and shall thereafter be the property of the Florida corporation as they were of Surviving Entity. Surviving Entity shall not wind up its affairs and distribute its assets and the conversion shall not constitute a dissolution of Surviving Entity and shall constitute a continuation of the existence of Surviving Entity in the form of a domestic corporation.

4. Name of Surviving Entity. The name of Surviving Entity from and after the Conversion Date shall be changed to "Embanet-Compass Knowledge Group Inc."

5. Miscellaneous.

5.1. This Agreement may be terminated and the proposed Merger, Conversion and Reorganization abandoned at any time before the Merger Date of the Merger, and whether before or after approval of this Agreement by the shareholders of Merging Entity, if the Board of Directors of Merging Entity or of Surviving Entity duly adopt a resolution abandoning this Agreement.

5.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Compass Knowledge Holdings, Inc., a Nevada corporation, and Compass Knowledge Group, LLC, a Florida limited liability company, all as of the date first above written.

Merging Entity

Compass Knowledge Holdings, Inc., a Nevada corporation


By: Patrick Donoghue, Secretary

Surviving Entity

Compass Knowledge Group, LLC, a Florida limited liability company


By: Patrick Donoghue, Secretary