

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	06/29/2011

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Evolution Benefits, Inc.		06/29/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Evolution1, Inc.
<b>Street Address:</b>	22 Waterville Road
<b>City:</b>	Avon
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06001
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85290345	EVOLUTION1
Serial Number:	85290205	EVOLUTION1
Serial Number:	85290289	EVOLUTION1
Registration Number:	2854894	BENNY
Registration Number:	3500036	EVOLUTION BENEFITS

**CORRESPONDENCE DATA**

Fax Number: (860)392-5058  
 Phone: (860)392-5014  
 Email: trademark@jordenusa.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Diane Duhaime, Jordan Burt LLP  
 Address Line 1: 175 Powder Forest Drive  
 Address Line 2: Suite 301

**CH \$140.00 85290345**

Address Line 4: Simsbury, CONNECTICUT 06089

ATTORNEY DOCKET NUMBER: 50247-0001

NAME OF SUBMITTER: Diane Duhaime

Signature: /Diane Duhaime/

Date: 09/21/2011

**Total Attachments: 6**

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# Delaware

PAGE 1

*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:

"LIGHTHOUSE1, LLC", A MINNESOTA LIMITED LIABILITY COMPANY, WITH AND INTO "EVOLUTION BENEFITS, INC." UNDER THE NAME OF "EVOLUTION1, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JUNE, A.D. 2011, AT 12:48 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3273383 8100M

110775502

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8871587

DATE: 06-29-11

TRADEMARK  
REEL: 004627 FRAME: 0387

**CERTIFICATE OF MERGER  
MERGING  
LIGHTHOUSE1, LLC  
A MINNESOTA LIMITED LIABILITY COMPANY,  
WITH AND INTO  
EVOLUTION BENEFITS, INC.  
A DELAWARE CORPORATION**

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Pursuant to Section 264(c) of the General Corporation Law of the State of Delaware (the "DGCL"), Evolution Benefits, Inc., a Delaware corporation (the "Company"), in connection with the merger of Lighthouse1, LLC, a Minnesota limited liability company ("LHI"), with and into the Company (the "Merger"), hereby certifies as follows:

FIRST: The names and states of incorporation or formation of the constituent companies to the Merger are:

<u>Name</u>	<u>State of Incorporation</u>
Evolution Benefits, Inc.	Delaware
Lighthouse1, LLC	Minnesota

SECOND: An Agreement and Plan of Merger, dated as of June 29, 2011, by and between LHI and the Company (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by the Company in accordance with the requirements of Section 251 and 264 of the DGCL and by LHI in accordance with the requirements of its limited liability agreement, Section 264 of the DGCL and the applicable laws of the state of Minnesota.

THIRD: Evolution Benefits, Inc. shall be the surviving corporation and its name shall be changed to Evolution1, Inc. at the effective time of the Merger. (the "Surviving Corporation").

FOURTH: The Seventh Amended and Restated Certificate of Incorporation of the Company as in effect immediately prior to the Merger shall be amended and restated in its entirety to read as set forth in Exhibit A hereto, and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of the State of Delaware.

SIXTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation located at:

Evolution1, Inc.  
22 Waterville Road

Avon, CT 06001

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder or member of either of the Company or LHI.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Company has caused this Certificate of Merger to be executed by an authorized officer in its corporate name as of June 29, 2011.

**EVOLUTION BENEFITS, INC.**

By: /s/ Jeffrey A. Young  
Name: Jeffrey A. Young  
Title: Chief Executive Officer

[CERTIFICATE OF MERGER]

**TRADEMARK**  
**REEL: 004627 FRAME: 0390**

**EXHIBIT A**

**EIGHTH AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
EVOLUTION1, INC.**

**FIRST:** The name of the Company is Evolution1, Inc. (the "Company").

**SECOND:** The registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle. The name of its registered agent at that address is Corporation Service Company.

**THIRD:** The purpose for which the Company is organized is to engage in any and all lawful acts and activity for which corporations may be organized under the DGCL. The Company will have perpetual existence.

**FOURTH:** The total number of shares of stock that the Company shall have authority to issue is One Thousand (1,000) shares, par value \$0.001 per share, designated Common Stock.

**FIFTH:** Directors of the Company need not be elected by written ballot unless the bylaws of the Company otherwise provide.

**SIXTH:** The directors of the Company shall have the power to adopt, amend, and repeal the bylaws of the Company.

**SEVENTH:** No contract or transaction between the Company and one or more of its directors, officers, or stockholders or between the Company and any person (as used herein "person" means other corporation, partnership, association, firm, trust, joint venture, political subdivision, or instrumentality) or other organization in which one or more of its directors, officers, or stockholders are directors, officers, or stockholders, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee that authorizes the contract or transaction, or solely because his, her, or their votes are counted for such purpose, if (a) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (b) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (c) the contract or transaction is fair as to the Company as of the time it is authorized, approved, or ratified by the board of directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee that authorizes the contract or transaction.

**EIGHTH:** To the fullest extent permitted by the General Corporation Law of the State of Delaware, as amended (the "DGCL") a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Company or

its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL, or (d) for any transaction from which the director derived an improper personal benefit. If the DGCL or any other applicable law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the DGCL, or any other applicable law, as so amended. Any amendment, repeal or modification of this Article EIGHTH by the stockholders of the Company shall not adversely affect any right or protection of a director of the Company in respect to any act or omission occurring prior to the time of such amendment, repeal or modification.

**NINTH** The Company (a) shall provide indemnification of (and advancement of expenses to) directors and officers to the fullest extent permitted by the DGCL and other applicable laws, and (b) may provide indemnification of (and advancement of expenses to) other employees and agents of the Company (and any other persons to which the DGCL permits the Company to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject, in each case, only to limits created by applicable law (statutory or non-statutory). Any amendment, repeal or modification of the foregoing provisions of this Article NINTH shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Company with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

**TENTH:** The Company expressly elects not to be governed by Section 203 of the DGCL.