

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	Fireclick, Inc.		12/21/2009
	CORPORATION: MINNESOTA		
RECEIVING PARTY DATA			
Name:	BlueHornet Networks, Inc.		
Street Address:	2355 Northside Dr. Suite B250		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92108		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Serial Number:	77287333	FIRECLICK
	Serial Number:	75940880	BLUEFLAME
	Serial Number:	75941022	IGNITING ECOMMERCE
CORRESPONDENCE DATA			
Fax Number:	(612)233-1317		
Phone:	6128501688		
Email:	fax@noakspa.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Shawn B Dempster		
Address Line 1:	45 Island Road		
Address Line 4:	North Oaks, MINNESOTA 55127		
ATTORNEY DOCKET NUMBER:	D33-061-02-00		

OP \$90.00 77287333

NAME OF SUBMITTER:	Shawn B Dempster
Signature:	/Shawn B Dempster/
Date:	01/11/2012
Total Attachments: 7 source=091230 BlueHomet Fireclick merger - Certificate of Merger (MN)#page1.tif source=091230 BlueHomet Fireclick merger - Certificate of Merger (MN)#page2.tif source=091230 BlueHomet Fireclick merger - Certificate of Merger (MN)#page3.tif source=091230 BlueHomet Fireclick merger - Certificate of Merger (MN)#page4.tif source=091230 BlueHomet Fireclick merger - Certificate of Merger (MN)#page5.tif source=091230 BlueHomet Fireclick merger - Certificate of Merger (MN)#page6.tif source=091230 BlueHomet Fireclick merger - Certificate of Merger (MN)#page7.tif	

State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: FIRECLICK, INC.

CA: BLUEHORNET NETWORKS, INC.

State of Formation and Name of Surviving Entity:

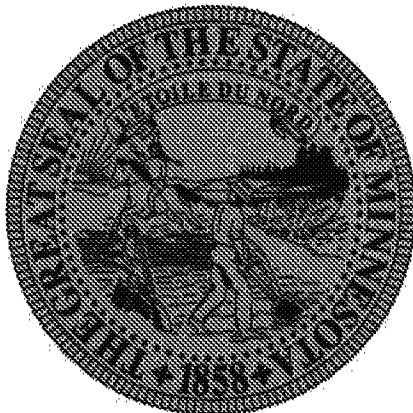
BLUEHORNET NETWORKS, INC.

Effective Date of Merger: 12/30/2009

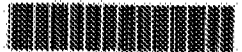
Name of Surviving Entity after Effective Date of Merger:

BLUEHORNET NETWORKS, INC.

This certificate has been issued on: 12/30/2009.



Mark Ritchie
Secretary of State.



DC-M

ARTICLES OF MERGER**OF****FIRECLICK, INC.**
(a Minnesota corporation)**INTO****BLUHORNET NETWORKS, INC.**
(a California corporation)

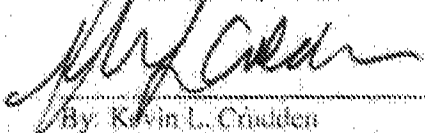
Pursuant to the provisions of the Minnesota Business Corporation Act ("MBCA"), the undersigned corporation hereby certifies the following Articles of Merger for the purpose of merging Fireclick, Inc., a Minnesota corporation ("Fireclick"), with and into BlueHornet Networks, Inc., a California corporation ("BlueHornet");

1. **Constituent Corporations.** The names of the corporations that are parties to the merger (the "**Constituent Corporations**") are Fireclick and BlueHornet Networks, Inc.
2. **Name of Surviving Corporation.** The corporation to survive the BlueHornet Networks, Inc., a California corporation.
3. **Agreement and Plan of Merger.** The Agreement and Plan of Merger is set forth in Exhibit A hereto and is incorporated herein by reference.
4. **Approval of Plan of Merger.** The Agreement and Plan of Merger has been approved by each of the Constituent Corporations as follows:
 - a. Pursuant to MBCA Section 302A.613 subd. 3, the Agreement and Plan of Merger was adopted by the Board of Directors without shareholder action and shareholder action was not required; and
 - b. Pursuant to California General Corporation Law Sec. 1201(b), the Agreement and Plan of Merger was adopted by the Board of Directors without shareholder action and shareholder action was not required.
5. **Effective Date of Merger.** The effective date and time of the Merger shall be the latest of the dates on which (i) these Articles of Merger have been filed with the Secretary of State of the State of Minnesota; and (ii) related Articles of Merger have been filed with the Secretary of State of the State of California.
6. **Agreements Pursuant to Statute.** Pursuant to MBCA Section 302A.651 subd. 4, BlueHornet hereby agrees that:
 - a. it may be served with process in Minnesota in a proceeding for the enforcement of any obligation of Fireclick, and if applicable, in a proceeding for the enforcement of the rights of a dissenting shareholder of Fireclick;

- b. irrevocably appoints the Minnesota Secretary of State as its agent to accept service of process in any proceeding, which process may be forwarded to 9625 W. 76th Street, #150, Eden Prairie, Minnesota 55344; and
- c. if applicable, will promptly pay to the dissenting shareholders of Fireclick the amount, if any, to which they are entitled under MBCA 302A.473.

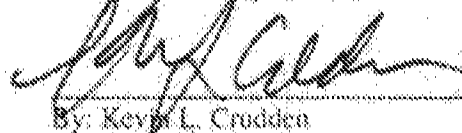
IN WITNESS WHEREOF, each of the following entities has caused these Articles of Merger to be executed as of December 21, 2009.

BLUEHORNET NETWORKS, INC.,
a California corporation



By: Kevin L. Crudden
Its: Vice President

FIRECLICK, INC.,
a Minnesota corporation



By: Kevin L. Crudden
Its: Vice President

Exhibit A: Agreement and Plan of Merger

Exhibit A

AGREEMENT AND PLAN OF MERGER
OF

FIRECLICK, INC.
(a Minnesota corporation)

INTO

BLUEHORNET NETWORKS, INC.
(a California corporation)

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the "Effective Date" (as defined in Section 2 hereof), by and between Fireclick, Inc., a Minnesota corporation ("Fireclick") and BlueHornet Networks, Inc., a California corporation ("BlueHornet"). Fireclick and BlueHornet are hereinafter collectively referred to as the "Constituent Corporations."

RECITALS.

A. Each of the Constituent Corporations is validly formed and in good standing under the laws of its respective jurisdiction.

B. For business reasons, the Constituent Corporations desires to have Fireclick merged with and into BlueHornet in accordance with applicable provisions of (i) the laws of the State of California, including the California General Corporation Law, Title 1, Chapter 11 (the "CGCL"); and (ii) the laws of the State of Minnesota, including the Minnesota Business Corporation Act, Chapter 302A (the "MBCA").

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. **Merger.** On the Effective Date (as defined in Section 2 hereof), Fireclick shall be merged with and into BlueHornet, with BlueHornet being the surviving corporation (the "Merger"), pursuant to the applicable provisions of the CGCL and the MBCA.

2. **Effective Date.** The Merger shall become effective upon the latest of the dates on which (i) a required Certificate of Merger has been filed with the Secretary of State of the State of California; and (ii) required Articles of Merger have been filed with the Secretary of State of the State of Minnesota (the "Effective Date").

3. **Surviving Corporation.** On the Effective Date, the separate corporate existence of Fireclick shall cease and the Constituent Corporations shall become a single corporation with BlueHornet being the surviving corporation. Thereafter, BlueHornet, as the surviving corporation, shall have all of the rights, privileges, immunities and powers, and will be subject to all of the duties and liabilities, of a corporation incorporated under the laws of the State of California.

On the Effective Date, BlueHornet, as the surviving corporation, shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of

the Constituent Corporations, and all property, real, personal and mixed, and all debts due on any account, including subscription to shares, and all other causes of action, and every other interest of or belonging to or due to each of the Constituent Corporations shall vest in BlueHornet as the surviving corporation, without any further act or deed.

On the Effective Date, BlueHornet, as the surviving corporation, shall become responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and a claim of or against, or a pending proceeding by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or BlueHornet, as the surviving corporation, may be substituted in the place of any of the other Constituent Corporations. Neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the Merger.

4. **Conversion of Outstanding Shares Upon Merger.** The manner and basis of converting and exchanging the outstanding stock of the Constituent Corporations upon the Effective Date is as follows:

(a) All of the then-outstanding shares of capital stock of Fireclick shall be exchanged for 100 shares of BlueHornet;

(b) All of the then-outstanding shares of capital stock of BlueHornet shall not be exchanged or converted but shall remain outstanding as shares of capital stock of BlueHornet.

5. **Name.** The surviving corporation shall continue under the name BlueHornet Networks, Inc., a California corporation.

6. **No Amendment to Articles of Incorporation.** The Articles of Incorporation of BlueHornet in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of BlueHornet, as the surviving corporation, until altered or amended as provided under the CGCL.

7. **No Amendment to Bylaws.** The Bylaws of BlueHornet in effect immediately prior to the Effective Date shall continue to be the Bylaws of BlueHornet, as the surviving corporation, until altered, amended or repealed as provided therein, under the Articles of Incorporation of BlueHornet, or under the CGCL.

8. **Directors and Officers.** The directors and officers of BlueHornet in office immediately prior to the Effective Date shall continue to be the directors and officers, respectively, of BlueHornet, as the surviving corporation, until the expiration of their terms as such or until their successor or successors shall otherwise be duly elected.

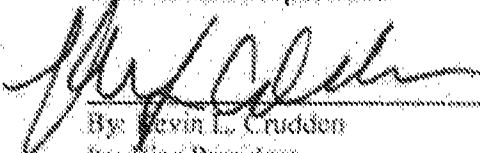
9. **Termination or Abandonment.** Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated and abandoned prior to the Effective Date by action of a majority of the Board of Directors of BlueHornet. In the event this Agreement is terminated or abandoned by the Board of Directors of BlueHornet pursuant to the previous sentence, all contractual rights hereunder shall terminate, and this Agreement shall become null and void without any further liability or obligation on the part of any of the parties hereto.

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

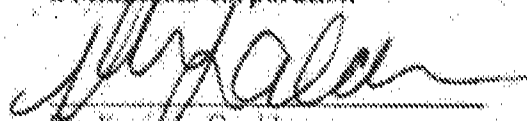
11. **Amendment.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the date set forth above.

BLUEHORNET NETWORKS, INC.,
a California corporation


By: Kevin L. Cradden
Its: Vice President

FIRECLICK, INC.,
a Minnesota corporation


By: Kevin L. Cradden
Its: Vice President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 30 2009

OK


Secretary of State

Business Services
60 Empire Drive, Suite 100
Saint Paul, MN 55103



Mark Ritchie
Secretary of State

Office of the Secretary of State
Packing Slip

December 30, 2009

ROBINS KAPLAN MILLER & CIRESI - MPLS
PAULA L PETERSON
2800 LaSalle Plaza
800 LaSalle Avenue
MINNEAPOLIS, MN 55402-2015

Page 1 of 1

Client Account Number: 10677

Batch Number: 3638575

Document Number	Document Detail	Filing Number	Fee
36385750002	DC Express Service - Corp (fireclick inc)		10.00
36385750002	DC Merger (fireclick inc)		60.00
Total Fees			<u>\$70.00</u>

<u>Payment Type Received</u>	<u>Payment Reference Number</u>	<u>Amount Paid</u>
Client Account	10677	0.00
Total Payments Received		<u>\$0.00</u>

Any overage amount on account with our agency will be refunded after 60 days if not used.



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(651) 296-2803

RECORDED: 01/11/2012

TRADEMARK
REEL: 004696 FRAME: 0541