

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/11/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EthicsPoint, Inc.		10/10/2012	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Global Compliance Services, Inc.
Street Address:	13950 Ballantyne Corporate Place
Internal Address:	Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85439179	INTEGRITY AT WORK
Serial Number:	78511576	EP
Serial Number:	78853969	SUSTAINABLE ETHICAL CULTURE
Serial Number:	78197583	ETHICS POINT INTEGRITY AT WORK
Serial Number:	78197581	EP
Serial Number:	76208520	ETHICSPPOINT
Serial Number:	76208480	ETHICSPPOINT
Serial Number:	76208521	P

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$215.00 85439179

Phone: (206) 903-8839
Email: ip.docket.se@dorsey.com
Correspondent Name: Patchen M. Haggerty
Address Line 1: 701 Fifth Ave., Ste. 6100
Address Line 2: Dorsey & Whitney LLP
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	482272-00001
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NAME OF SUBMITTER:	Patchen M. Haggerty
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Signature:	/Patchen M. Haggerty/
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Date:	10/15/2012
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Total Attachments: 10

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UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

GLOBAL COMPLIANCE SERVICES

DE Profit Corporation
UBI: 000-000-000
Filing Date: October 11, 2012

Merging Entities:

602-069-405 ETHICSPPOINT, INC.
Not Qualified in WA EMPLOYMENT LAW TRAINING, INC.,
Not Qualified in WA POLICY TECHNOLOGIES INTERNATIONAL, INC.



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 004881 FRAME: 0502

FILED
SECRETARY OF STATE

OCT 11 2012

STATE OF WASHINGTON

ARTICLES OF MERGER
OF
EMPLOYMENT LAW TRAINING, INC.;
ETHICSPPOINT, INC.;
AND
POLICY TECHNOLOGIES INTERNATIONAL, INC.
INTO
GLOBAL COMPLIANCE SERVICES, INC.

Pursuant to Chapter 23B.11.050 of the Washington business corporation act (the "WBCA"), Global Compliance Services, Inc., a Delaware corporation (the "Company"), submits these Articles of Merger for filing and certifies as follows:

1. An Agreement and Plan of Merger providing for the merger of each of Employment Law Training, Inc., a Delaware corporation ("ELT"), EthicsPoint, Inc., a Washington corporation ("EP"), and Policy Technologies International, Inc., an Idaho corporation ("PT") with and into the Company and resulting in the Company being the surviving corporation (the "Merger") is attached hereto as Exhibit A.
2. The Merger was duly approved by the shareholders of EP pursuant to Chapter 23B.11.030 of the WBCA, and by the stockholders of each of ELT, the Company and PT in accordance with the applicable provisions of the General Corporation Law of the State of Delaware and the Idaho Entity Transactions Act, respectively.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused these Articles of Merger to be duly executed
as of the 10th day of October, 2012.

GLOBAL COMPLIANCE SERVICES, INC.

By: 

Name: L. Joseph Lee, Jr.

Title: Vice President

EXHIBIT A

Agreement and Plan of Merger

[attached]

COI-1481956

TRADEMARK
REEL: 004881 FRAME: 0505

AGREEMENT AND PLAN OF MERGER
OF
EMPLOYMENT LAW TRAINING, INC.;
ETHICSPPOINT, INC.;
AND
POLICY TECHNOLOGIES INTERNATIONAL, INC.
WITH AND INTO
GLOBAL COMPLIANCE SERVICES, INC.

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 10, 2012 (this "*Agreement*"), is made and entered into by and among Employment Law Training, Inc., a Delaware corporation ("*ELT*"), EthicsPoint, Inc., a Washington corporation ("*EP*"), Global Compliance Services, Inc., a Delaware corporation ("*GCS*"), and Policy Technologies International, Inc., an Idaho corporation ("*PT*"). ELT, EP, GCS and PT are sometimes referred to in this Agreement collectively as the "*Constituent Corporations*".

RECITALS

A. The authorized capital stock of ELT consists of 100 shares of common stock, par value \$0.01 per share ("*ELT Stock*"), of which 100 shares are issued and outstanding, all of which shares of ELT Stock are owned by NAVEX Global Holding Company, a Delaware corporation ("*Holding*").

B. The authorized capital stock of EP consists of 1,000 shares of common stock, without par value ("*EP Stock*"), of which one share is issued and outstanding, which share of EP Stock is owned by Holding.

C. The authorized capital stock of GCS consists of 1,000 shares of common stock, par value \$0.01 per share ("*GCS Stock*"), of which 100 shares are issued and outstanding, all of which shares of GCS Stock are owned by Holding.

D. The authorized capital stock of PT consists of 2,000,000 shares of common stock, without par value ("*PT Stock*"), of which one share is issued and outstanding, which share of PT Stock is owned by Holding.

E. The Board of Directors of each of ELT, EP, GCS and PT has approved and adopted this Agreement, and the sole stockholders of each of ELT, EP, GCS and PT have approved this Agreement, and, in each case, have deemed it advisable that each of ELT, EP and PT be merged with and into GCS under and pursuant to the General Corporation Law of the State of Delaware (the "*DGCL*"), the Idaho Entity Transactions Act (the "*IETA*"), the Washington business corporation act (the "*WBCA*"), and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants, provisions and agreements contained in this Agreement, and for other good and valuable consideration had and received, the Constituent Corporations, intending to be legally bound, hereby agree as follows:

ARTICLE I: THE MERGER

1.1 **Merger; The Surviving Corporation.** At the Effective Time (as defined below) and in accordance with the terms and conditions set forth in this Agreement, the DGCL, the IETA and the WBCA, each of ELT, EP and PT will be merged with and into GCS (the "*Merger*"). At the Effective Time, the separate corporate existence of each of ELT, EP and PT will cease, and GCS will continue its existence as the surviving corporation under and be governed by the DGCL (GCS after the Merger being referred to as, the "*Surviving Corporation*").

1.2 **Certificate of Merger; Articles of Merger; and Statement of Merger.** The Constituent Corporations will file, or cause to be filed: (a) a certificate of merger complying with the requirements of Section 252 of the DGCL (the "*Delaware Certificate*") with the Secretary of State of the State of Delaware; (b) articles of merger complying with the requirements of Chapter 23B.11.050 of the WBCA (the "*Washington Articles*") with the Secretary of State of the State of Washington; (c) a statement of merger complying with the requirements of Sections 30-18-201 and 30-18-205 of the IETA (the "*Idaho Statement*") with the Secretary of State of the State of Idaho; and (d) all other filings or recordings required by applicable law in connection with the Merger.

1.3 **Effective Time.** The Merger will become effective as of the close of business on the date of the filing of the Delaware Certificate with the Secretary of State of the State of Delaware, the Washington Articles with the Secretary of State of the State of Washington, and the Idaho Statement with the Secretary of State of the State of Idaho (the "*Effective Time*").

ARTICLE II: THE SURVIVING CORPORATION

2.1 **Certificate of Incorporation.** At the Effective Time and without any further action on the part of the Constituent Corporations, the certificate of incorporation of GCS will be the certificate of incorporation of the Surviving Corporation and will be amended and restated to read as set forth on **Exhibit A** attached hereto.

2.2 **Bylaws.** At the Effective Time and without any further action on the part of the Constituent Corporations, the bylaws of GCS, as in effect immediately prior to the Effective Time, will be the bylaws of the Surviving Corporation, except that the name of the corporation set forth therein shall be changed to "NAVEX Global, Inc."

2.3 **Directors and Officers.** The directors and officers of GCS in office immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation from and after the Effective Time until their respective successors are duly elected and qualified.

ARTICLE III: EFFECTS OF THE MERGER

3.1 **Effect of Merger.** At the Effective Time, the effect of the Merger will be as provided by this Agreement, by the applicable provisions of the DGCL, and the WBCA, and by Section 30-18-206 of the IETA.

3.2 **Stock of the Surviving Corporation.** At the Effective Time, and without any action on the part of the Constituent Corporations:

- (a) The authorized number and par value of shares of the capital stock of GCS immediately prior to the Effective Time will be the authorized number and par value of shares of the capital stock of the Surviving Corporation.

(b) The issued and outstanding number of shares of capital stock of GCS immediately prior to the Effective Time will be the issued and outstanding number of shares of capital stock of the Surviving Corporation and all of such shares will continue to be owned by Holding.

3.3 **ELT Stock, EP Stock, and PT Stock.** At the Effective Time, and without any action on the part of the Constituent Corporations:

(a) Each share of ELT Stock, EP Stock and PT Stock, respectively, that is issued and outstanding immediately prior to the Effective Time will be cancelled and extinguished and will cease to exist and no payment will be made with respect thereto, and any certificates representing such shares will be surrendered.

(b) Each share of ELT Stock, EP Stock and PT Stock, respectively, that is held in ELT's, EP's and PT's treasury, respectively, if any, immediately prior to the Effective Time will be cancelled and extinguished and will cease to exist and no payment will be made with respect thereto.

ARTICLE IV: MISCELLANEOUS

4.1 **Termination.** This Agreement may be terminated and the Merger abandoned by appropriate action by the respective Boards of Directors of the Constituent Corporations at any time prior to the Effective Time.

4.2 **Further Action by ELT, EP and PT.** If, after the Effective Time, the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of ELT, EP or PT, respectively, or otherwise to carry out the provisions of this Agreement, then the directors or officers of ELT, EP or PT, as applicable, last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of ELT, EP or PT, respectively, last in office are not able or available to execute such documentation or perform such acts, then the directors and officers of the Surviving Corporation shall be authorized to act on behalf of ELT, EP or PT, as applicable.

4.3 **Captions, Counterparts, and Signatures.** The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy, facsimile or other electronic transmission (including in Adobe PDF format) of any signature necessary to authorize, adopt or execute this Agreement or any other document necessary to effect the Merger shall be treated for all purposes as an original signature.

4.4 **Copies.** This Agreement will be on file at an office of the Surviving Corporation located at 13950 Ballantyne Corporate Place, Suite 300, Charlotte, North Carolina 28277. A copy of this Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any Constituent Corporation.

4.5 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or is to be construed to confer upon or give to any person or entity, other than the Constituent

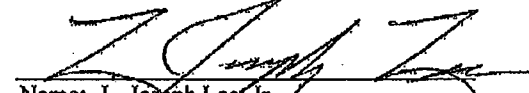
Corporations or their respective successors and assigns, any rights, remedies, obligations or liabilities under, or by reason of, this Agreement.

4.6 **Governing Law:** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware without regard to principles of conflicts of laws.

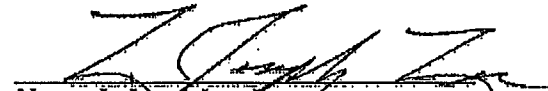
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IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be duly executed as of the date first written above.

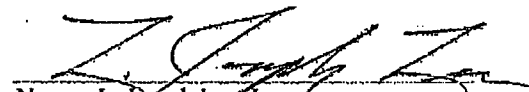
EMPLOYMENT LAW TRAINING, INC.

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

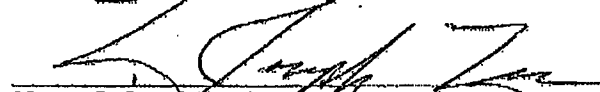
ETHICSPPOINT, INC.

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

GLOBAL COMPLIANCE SERVICES, INC.

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

POLICY TECHNOLOGIES INTERNATIONAL,
INC.

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article Seventh. Any repeal or modification of this Article Seventh shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges, and discretionary authority granted or conferred by the General Corporation Law of the State of Delaware or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the bylaws of the Corporation, without any action on the part of the stockholders, but the stockholders may make additional bylaws and may alter, amend or repeal any bylaw whether adopted by them or otherwise. The Corporation may in its bylaws confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

NINTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

COI-1481949v1