

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lagasse, Inc.		12/31/2012	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Lagasse, LLC		
Street Address:	1 Parkway North Boulevard		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3687043	BOARDWALK	
Registration Number:	2429442	BOARDWALK	
Registration Number:	3397269	BOARDWALK	
Registration Number:	3738448	SWEET BOUQUET	
CORRESPONDENCE DATA			
Fax Number:	8478087238		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8478085500		
Email:	cdavis@iphorgan.net		
Correspondent Name:	Carlynn Davis		
Address Line 1:	1130 Lake Cook Rd		
Address Line 2:	Ste 240		
Address Line 4:	Buffalo Grove, ILLINOIS 60089		

OP \$115.00 3687043

ATTORNEY DOCKET NUMBER:	UST 0386 WW
NAME OF SUBMITTER:	Carlynn Davis
Signature:	/Carlynn Davis/
Date:	01/04/2013
<p>Total Attachments: 6</p> <p>source=Lagasse Merger documents#page1.tif</p> <p>source=Lagasse Merger documents#page2.tif</p> <p>source=Lagasse Merger documents#page3.tif</p> <p>source=Lagasse Merger documents#page4.tif</p> <p>source=Lagasse Merger documents#page5.tif</p> <p>source=Lagasse Merger documents#page6.tif</p>	

0409-287-2

Form **LLC-37.25**

May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62758
217-624-8008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Merger

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$ 100
(Filing fee \$100 plus \$50 each entity more than two)

Approved: [Signature]

FILE # 04092872

This space for use by Secretary of State.

FILED

DEC 27 2012

JESSE WHITE
SECRETARY OF STATE

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation,* Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Date of Organization on Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Legasse, Inc.</u>	<u>Corporation</u>	<u>Louisiana</u>	<u>10.25.1996</u>	<u>69089811</u>
<u>Legasse Target, LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>11.20.2012</u>	<u>0409-2872</u>

* If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

2. a. Name of Surviving Entity: Legasse Target, LLC

b. Address of Surviving Entity: 1 Parkway North Boulevard, Deerfield, Illinois 60015

3. 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: January 1, 2013
Month, Day, Year

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

Article 1: Limited Liability Company Name is changed to Legasse, LLC.

LLC-97.25

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.

5. Each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated December 21, 2012
Month & Day Year

1. EABL
Signature
Eric A. Blanchard, Senior Vice President,
General Counsel and Secretary
Name and Title (type or print)
Lagasse, Inc.
Name if a Corporation or other Entity

2. EABL
Signature
Eric A. Blanchard, Manager
Name and Title (type or print)
Lagasse Target 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.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated January 1, 2013, by and between LAGASSE, INC., a Louisiana corporation (the "Merged Company"), and LAGASSE TARGET, LLC, an Illinois limited liability company (the "Survivor").

WHEREAS, the Merged Company was formed, as a Louisiana corporation, on December 10, 1958 with the Louisiana Secretary of State;

WHEREAS, the Merged Company has authorized 10,000 shares of common stock, with no par value, of which 2,088 shares are issued and outstanding (the "Merged Company Stock");

WHEREAS, the Survivor was formed, as an Illinois limited liability company, on November 20, 2012 with the Illinois Secretary of State;

WHEREAS, United Stationers Supply Co., an Illinois corporation ("USSCO"), owns all of the issued and outstanding Merged Company Stock;

WHEREAS, USSCO owns all of the membership interests of the Survivor;

WHEREAS, Eric A. Blanchard is the sole manager of the Survivor; and

WHEREAS, the parties desire to merge the Merged Company with and into the Survivor such that each share of Merged Company Stock issued and outstanding immediately prior to the Effective Time (as defined below) and all rights in respect thereof, shall be exchanged on the basis of a 1:1 exchange for a unit of membership interest in the Survivor on such terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Section 2 below) the Merged Company shall be merged with and into the Survivor, and the Survivor shall be the surviving limited liability company. The name of the surviving limited liability company shall be "Lagasse, LLC". The merger of the Merged Company with and into the Survivor shall, hereinafter be referred to as the "Merger". The street address of the Survivor shall be 1 Parkway North Boulevard, Deerfield, Illinois 60015.

2. Effective Time. The effective date of the Merger shall be January 1, 2013 (the "Effective Time").

3. Effect of the Merger. At the Effective Time, the separate existence of the Merged Company shall cease; the Survivor shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, and franchises, both of a public and private nature, of each of the parties to the Merger; and all property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to the Merged Company Stock or membership

interests in the Survivor, and all choses in action, and all and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and the title to any real estate, or any interests therein, vested in either of the parties to the Merger shall not revert or be in any way impaired by reason of the Merger. At the Effective Time the Survivor shall become responsible and liable for all of the liabilities and obligations of each of the parties to the Merger, and neither the rights of creditors nor any liens upon the property of either of the parties shall be impaired by the Merger.

4. Disposition of Merged Company Stock. At the Effective Time, each share of Merged Company Stock issued and outstanding immediately prior to the Effective Time and all rights in respect thereof, shall be exchanged on the basis of a 1:1 exchange for a unit of membership interest in the Survivor, the paid in capital of the Merged Company shall be eliminated, and its existence shall cease.

5. Articles of Organization, Members, and Officers. At the Effective Time the name of the Survivor shall be changed to "Lagasse, LLC", and the Articles of Organization of the Survivor shall be so amended, otherwise said Articles are to remain in effect until thereafter amended in accordance with Illinois law; and the directors and officers of Merged Company shall become the managers and officers, respectively, of the Survivor until their successors are duly elected and qualified in accordance with Illinois law.

6. Service of Process. The Survivor hereby agrees to be served with process in Louisiana in any proceeding for enforcement of any obligation of any constituent corporation or business entity of Louisiana, as well as for enforcement of any obligation of the Survivor or resulting corporation or business entity arising from the merger or consolidation, including any suit or other proceeding to enforce the right of any shareholder/member pursuant to the provisions of the Louisiana Business Corporation Law or the Louisiana Limited Liability Company Act, and shall irrevocable appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings and shall specify the address to which a copy of any process shall be mailed by the Secretary of State.

7. Termination. This Agreement may be terminated, and the Merger abandoned, at any time prior to the Effective Time by the consent of the shareholders and directors of the Merged Company and the consent of the sole member and the manager of the Survivor.

8. Approval. This Agreement and Plan of Merger has been approved: (i) by the sole shareholder and all of the directors of the Merged Company; and (ii) by the sole member and the manager of the Survivor, pursuant to the Louisiana Business Corporation Law and the Louisiana Limited Liability Company Act.

9. Further Assurances. From time to time after the Effective Time, as and when required by the Survivor or by its successors and assigns, the last acting appropriate officer of the Merged Company shall execute and deliver such deeds and other instruments, and there shall be taken or caused to be taken by it, such further and other actions as shall be necessary or appropriate in order to vest or perfect, or to confirm or record or otherwise, in the Survivor title to and possession of all property, interests, assets, rights, privileges, immunities, powers,

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franchises, and authority of the Merged Company and otherwise to carry out the purposes of this Agreement, and the manager(s) of the Survivor is fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

Signature Page Follows

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed by the parties hereto on the date first above written.

LAGASSE, INC.,
A Louisiana corporation

LAGASSE TARGET, LLC,
An Illinois limited liability company

By: EA Blanchard
Name: Eric A. Blanchard
Title: Senior Vice President, General Counsel
and Secretary

By: EA Blanchard
Name: Eric A. Blanchard
Title: Manager

THE UNDERSIGNED, being the duly elected Assistant Secretary of LAGASSE, INC., a Louisiana corporation (the "Company"), hereby certifies that the sole shareholder of the Company has approved and authorized the herein described Agreement and Plan of Merger, such approval and authorization evidenced by the execution hereof by Eric A. Blanchard, as Senior Vice President, General Counsel and Secretary of the Company.

Cheryl M. Cromer
Name: Cheryl Cromer
Title: Assistant Secretary

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