#### 900252008 04/10/2013

#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/06/2013

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GreenDriver, Inc.		03/06/2013	CORPORATION: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	Donlen Mobility Solutions, Inc.	
Street Address:	2315 Sanders Road	
City:	Northbrook	
State/Country:	ILLINOIS	
Postal Code:	60062	
Entity Type:	CORPORATION: ILLINOIS	

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4302715	DRIVERPOINT
Registration Number:	3892243	GREENDRIVER
Registration Number:	3865503	GREENDRIVER

#### **CORRESPONDENCE DATA**

3125778408 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

312-902-5200 Phone:

Email: deborah.wing@kattenlaw.com

Correspondent Name: Deborah Wing c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 215153-1/MERGER RECORDAL

> **TRADEMARK** REEL: 005002 FRAME: 0450

900252008

NAME OF SUBMITTER:	Deborah Wing			
Signature:	/DAW/			
Date:	04/10/2013			
Total Attachments: 7				
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# OFFICE OF THE SECRETARY OF STATE

# JESSE WHITE • Secretary of State

MARCH 6, 2013

6291-354-1

SERVICE PARTNERS OF ILLINOIS, INC. 520 S 2ND ST #2130 SPRINGFIELD IL 627011

RE DONLEN MOBILITY SOLUTIONS, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF MERGER REGARDING THE ABOVE NAMED CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE SURVIVING CORPORATION SALL EXECUTE A REPORT FOLLOWING MERGER (FORM BCA 14.35) AND FILE IT IN THIS OFFICE WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE MERGER. THIS FORM IS AVAILABLE ON OUR WEBSITE AT WWW.CYBERDRIVEILLINOIS.COM. CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

JESSE WHITE

SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES

esse White

CORPORATION DIVISION

TELEPHONE (217) 782-6961

FORM BCA 11.25 (rev. Dec. 2003) ARTICLES OF MERGER, CONSOLIDATION OR EXCHANGE **Business Corporation Act** 

Secretary of State Department of Business Services 501 S. Second St., Rm. 350 Springfield, IL 62756 217-782-6961 www.cyberdriveillinois.com

Remit payment in the form of a check or money order payable to Secretary of State.

Filing fee is \$100, but if merger or

filed

MAR 0 6 2013

consolidation involves more than two corporations, submit \$50 for each	JESSE WHITE SECRETARY OF STAT	r pad pro lare lare	
additional corporation.			O100 Approved: It
Submit in duplicate	Type or Print clea	rly In black ink ———— Do no	t write above this line ————
NOTE: Strike inapplicable words in	Items 1, 3, 4 and 5.		
Names of Corporations proposing	merge to <b>XXXXXXX</b> XXXX <b>XXXXXXXXXXXX</b> XXXXXXXXXXX	and State or Country of inco	orporation.
Name of Corporation	n	State or Country of Incorporation	Corporation File Number
Donlen Government Services, Inc.		Illinois	D6291-354-1
GreenDriver, Inc.		Illinois	D6619-540-6
		and the in incorporated par	mits such merger, consolidation or
2. The laws of the state or country texchange.	inder which each Co	orporation is incorporated per	fills such hierger, consolidation of
surviving 3. a. Name of the NEX corpor	ation: Donlen Gove	rnment Services, Inc.	
b. Corporation shall be governed	by the laws of: Illino	ois	
For	more space, attach	additional sheets of this size	ze.

merger

**exchance** 

Please see attached Agreement and Plan of Merger which effects the amendment of the articles of incorporation of Donlen Government Services, Inc., as the surviving corporation, to Donlen Mobility Solutions, Inc.

5. Th	merger Egyakokokok Xexatxakokok	was approved, as to each Corporation state under which it is organized, and	ved, as to each Corporation not organized in Illinois, in compliance with the laws of the or which it is organized, and (b) as to each Illinois Corporation, as follows:			
	e following items ticle 7 on page 3.)	are not applicable to mergers under § )	11.30 — 90 percent-owned s	ubsidiary provisions. (See		
Ma	ark an "X" in one l	oox only for each Illinois Corporation	la .			
Name	of Corporation:	By the shareholders, resolution of the board of directors having bee duly adopted and submitted to a vote at a meetin of shareholders. Not less than the minimum number of votes required bestatute and by the Article of Incorporation voted if favor of the action taker (§11.20)	by written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in			
Donle	en Government Ser	vices, Inc.	a	₹		
Greer	nDriver, Inc.	a	a	€		
			•	Q		

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

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It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

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- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

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7. Complete if reporting a merger under §11.30 -	- 90 percen	owned subsidiary pro-	visions.
<ul> <li>The number of outstanding shares of each cla shares of each class owned immediately prior</li> </ul>	iss of each r to the adopt	nerging subsidiary Corpo ion of the plan of merger	pration and the number of suc by the parent Corporation:
Name of Corporation		l Number of Shares anding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
	-		
b. Not applicable to 180 percent-owned subsid			
The date of mailing a copy of the plan of merge ing subsidiary Corporation was	r and notice h & Oay	of the right to dissent to t ———, ——————. Year	he shareholders of each merg
Was written consent for the merger or written wa of all subsidiary Corporations received?		0-day period by the holde No	ers of all the outstanding share
(If "No," duplicate copies of the Articles of Merg following the mailing of a copy of the plan of mer merging subsidiary Corporation.)	er may not b	e delivered to the Secret notice of the right to diss	ary of State until after 30 days ent to the shareholders of each
The undersigned Corporation has caused this state penalties of perjury, that the facts stated herein are	ement to be true and co	signed by a duly author rect. All signatures mu	ized officer who affirms, unde st be in BLACK INK.
Dated March (oth, 2	<13pon	LEN GOVERNMENT SE Exact Name of	RVICES, INC.
Month & Day Ye  Any Authorized Officer's Stanature	iar	Exact Name o	f Corporation
Thomas P. Callahan, President  Name and Title (type or print)	<del>érrinasi</del>		
Dated March Loth 2		ENDRIVER, INC.	
Month & Day Ye  The Any Authorized Officer's Stonebuse	âr .	Exact Name o	f Corporation
Thomas P. Callahan, President		:	
Name and Title (type or print)		:	
Dated Month & Day	<u> </u>	Exact Name of	Corporation
Any Authorized Officer's Signature	<del></del>	: :	
Name and Title (type or print)			
	Page 3	1	

Printed by authority of the State of illinois, March 2007 - 500 - C 195.12

### AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan") is made as of \_\_\_\_\_\_\_, 2013 by and between Donlen Government Services, Inc., an Illinois corporation ("DGS"), and GreenDriver, Inc., an Illinois corporation ("GreenDriver").

#### **RECITALS**

WHEREAS, the merger is intended to qualify as a non-taxable event under the Internal Revenue Code of 1986, as amended.

WHEREAS, Donlen Corporation, an Illinois corporation (the "Parent"), is the holder of 1,000 shares of Common Stock of DGS which constitutes all of the issued and outstanding shares of Common Stock of DGS.

WHEREAS, the Parent is the holder of 293.975 shares of Common Stock of GreenDriver, which constitutes all of the issued and outstanding shares of Common Stock of GreenDriver.

WHEREAS, in order to consolidate the Corporation structure, Parent, DGS and GreenDriver have determined that it is advisable and in the best interests of each of DGS and GreenDriver (together, the "Merged Corporations") that GreenDriver should be merged with and into DGS on the terms and conditions hereinafter set forth.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### ARTICLE I

- 1.1 Effective as of the Effective Time (as defined in Section 1.2), GreenDriver shall be merged with and into DGS (the "Merger"). Upon effectiveness of the Merger, the separate existence of each of the Merged Corporations shall cease and DGS shall be the surviving corporation (the "Surviving Corporation") and shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under the Illinois Business Corporation Act (the "Act").
- 1.2 The Merger shall become effective upon filing of the Articles of Merger with the Secretary of State of Illinois ("Effective Time").

#### ARTICLE II

2.1 The name of the Surviving Corporation shall be "Donlen Mobility Solutions, Inc."

[Signature Page to Agreement and Plan of Merger]

2.2 The Articles of Incorporation of DGS in effect prior to the Effective Time shall be amended as follows to reflect the name change noted in Section 2.1:

Article One is amended in its entirety as follows: "The name of the corporation is Donlen Mobility Solutions, Inc."

- 2.3 The Articles of Incorporation of DGS, as amended by Section 2.2, shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time until the same shall be amended.
- 2.4 The Bylaws of DGS in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation after the Effective Time until the same shall be altered or amended.

#### ARTICLE III

- 3.1 Immediately following the Effective Time, with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of GreenDriver, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Corporation without further act or deed; and all property, rights and every other interest of the Surviving Corporation and GreenDriver shall be effectively the property of the Surviving Corporation as they theretofore were of the Surviving Corporation and GreenDriver respectively. GreenDriver hereby agrees from time to time as and when requested by the Surviving Corporation or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, title to and possession of any and all property of GreenDriver and otherwise to carry out all the intents and purposes hereof.
- 3.2 Immediately following the Effective Time, without limiting the force and effect of any applicable provisions of the Act with respect to the legal effect of the Merger, all of the contracts and agreements to which GreenDriver is a party shall be automatically assumed by the Surviving Corporation.
- 3.3 The Surviving Corporation shall be responsible and liable for all liabilities and obligations of GreenDriver. Any claim existing or action or proceeding pending by or against GreenDriver may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of GreenDriver, and neither the rights of creditors nor any liens upon the property of GreenDriver shall be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of GreenDriver.

#### ARTICLE IV

4.1 The manner and basis of converting the issued and outstanding shares of the Merging Corporations into the issued and outstanding shares of the Surviving Corporation shall

be as follows: at the Effective Time, (a) all of the issued and outstanding shares of DGS issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall be the issued and outstanding shares of the Surviving Corporation, and (b) all of the issued and outstanding shares of GreenDriver shall be cancelled and no consideration shall be given in exchange therefor..

#### ARTICLE V

The Surviving Corporation shall pay all expenses incurred in connection with the Merger.

#### ARTICLE VI

GreenDriver shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the laws of the State of Illinois to consummate and make effective the Merger.

#### ARTICLE VII

This Plan shall be binding upon and inure to the benefit of all of the parties hereto and their respective successors in interest.

#### ARTICLE VIII

- 8.1 Notwithstanding anything herein to the contrary, this Plan may be terminated and abandoned by either DGS or GreenDriver at any time prior to the date of filing the required Articles of Merger.
- 8.2 This Plan may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Plan, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email delivery of a .pdf, .tif, JPEG or similar file or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

TRADEMARK
REEL: 005002 FRAME: 0458

**RECORDED: 04/10/2013**