

## 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
	Donlen Government Services, Inc.		03/06/2013
			Entity Type
			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: 2			
	Property Type	Number	Word Mark
	Registration Number:	3673999	DONLEN TELEMATICS
	Registration Number:	3680850	DONLEN TELEMATICS DRIVING FLEET PERFORMANCE
CORRESPONDENCE DATA			
Fax Number:	3125778408		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-902-5200		
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		
NAME OF SUBMITTER:	Deborah Wing		

CH \$65.00 3673999

Signature:	/DAW/
Date:	04/10/2013
<b>Total Attachments: 7</b> source=DONLEN_MOBILITY_SOLUTIONS_MERGER_61052371_1#page1.tif source=DONLEN_MOBILITY_SOLUTIONS_MERGER_61052371_1#page2.tif source=DONLEN_MOBILITY_SOLUTIONS_MERGER_61052371_1#page3.tif source=DONLEN_MOBILITY_SOLUTIONS_MERGER_61052371_1#page4.tif source=DONLEN_MOBILITY_SOLUTIONS_MERGER_61052371_1#page5.tif source=DONLEN_MOBILITY_SOLUTIONS_MERGER_61052371_1#page6.tif source=DONLEN_MOBILITY_SOLUTIONS_MERGER_61052371_1#page7.tif	



## 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 SHALL 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](http://WWW.CYBERDRIVEILLINOIS.COM). CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
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  
 consolidation involves more than two  
 corporations, submit \$50 for each  
 additional corporation.

**FILED**

**MAR 06 2013**

**JESSE WHITE  
 SECRETARY OF STATE**

File # D6291-354-1

Filing Fee: \$ 100.00 Approved: Jt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

**NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.**

1. Names of Corporations proposing to ~~consolidate~~ <sup>merge</sup> ~~exchange shares~~ and State or Country of incorporation.

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Donlen Government Services, Inc.</u>	<u>Illinois</u>	<u>D6291-354-1</u>
<u>GreenDriver, Inc.</u>	<u>Illinois</u>	<u>D6619-540-6</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~corporation~~ <sup>surviving</sup> ~~corporation~~ corporation: Donlen Government Services, Inc.

b. Corporation shall be governed by the laws of: Illinois

**For more space, attach additional sheets of this size.**

4. Plan of ~~consolidation~~ <sup>merger</sup> ~~exchange~~ is as follows:

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.



7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_, \_\_\_\_\_  
Month & Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated March 16th, 2013 DONLEN GOVERNMENT SERVICES, INC.  
Month & Day Year Exact Name of Corporation  
Thomas P. Callahan  
Any Authorized Officer's Signature  
Thomas P. Callahan, President  
Name and Title (type or print)

Dated March 16th, 2013 GREENDRIVER, INC.  
Month & Day Year Exact Name of Corporation  
Thomas P. Callahan  
Any Authorized Officer's Signature  
Thomas P. Callahan, President  
Name and Title (type or print)

Dated \_\_\_\_\_, \_\_\_\_\_  
Month & Day Year  
\_\_\_\_\_  
Any Authorized Officer's Signature  
\_\_\_\_\_  
Name and Title (type or print)

## 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]*

**TRADEMARK**  
**REEL: 005002 FRAME: 0758**

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.