

MRO 5/20/13

05/20/2013



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/20)

103658347

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tower Loan of Mississippi, Inc.

- Individual(s)
- Partnership
- Corporation- State: Mississippi
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 15, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tower Loan of Mississippi, LLC

Street Address: 406 Liberty Park Ct.

City: Flowood

State: MS

Country: United States Zip: 39232

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Mississippi
- Other LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

1850865

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Tucker

Internal Address: P.O. Box 320001

Street Address: 406 Liberty Park Ct.

City: Flowood

State: Mississippi Zip: 39232

Phone Number: (601)992-0153

Docket Number: _____

Email Address: jtucker@towerloan.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

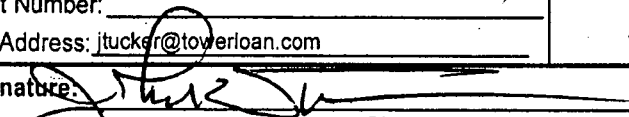
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
John E. Tucker
Name of Person Signing

5/16/13

Date

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

few pd.

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
**Articles of Merger or Certificate of Merger
For Cross Entity Mergers**

The undersigned business entities pursuant to Sections 79-4-11.05 and/or 79-29-209, as amended, hereby execute the following document and sets forth:

1. Name and Type of Entity 1

⇓ Tower Loan of Mississippi, Inc.

2. Name and Type of Entity 2

⇓ Tower Loan of Mississippi, LLC

3. Name and Type of Entity 3

⇓

4. The future effective date is
(Complete if applicable)

June 15, 2012

5. Mark appropriate box

The Plan of Merger is attached (required for merger involving domestic Limited Liability Company).

OR

The Plan of Merger is not attached. nor required to be attached.

6. (a) Name and Type of Surviving Entity

⇓ Tower Loan of Mississippi, LLC

(b) Jurisdiction of Surviving Entity

Mississippi

7. The plan of merger has been approved and executed by each party to the merger. For each domestic limited liability company, the plan of merger was duly approved by the members and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Limited Liability Company Act and the certificate of formation and limited liability company agreement

8. The plan of merger and the performance of its terms are duly authorized by all actions required by the laws under which each entity is organized, or by which each entity is governed, and by each entity's organizational documents.

Please send acknowledgement to:



Strategic Research, LLC
dba Record-Check Services
560 Colonial Road, Suite 203
Memphis, Tennessee 38117

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9. Mark appropriate box (Applicable to each corporation which is a party to the merger).

⇓ (a) Shareholder approval of the plan of merger was not required.

OR

⇓ (b) The plan of merger was duly approved by the shareholders and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Business Corporation Act and the articles of incorporation;

(i) the designation, number of outstanding shares, and number of votes entitled to be cast by each class entitled to vote separately on the plan as to each corporation were

Name of Corporation	Class	No. of outstanding	No. of votes entitled to be cast	No. of votes present
⇓ Tower Loan of Mississippi, Inc.	Common	168081.63	168081.63	168081.63
⇓				

AND EITHER

a. the total number of votes cast for and against the plan by each class entitled to vote separately on the plan was

Name of Corporation	Class	Total no. of votes cast FOR the Plan	Total no. of votes cast AGAINST the Plan
⇓ Tower Loan of Mississippi, Inc.	Common	168081.63	0
⇓			

OR

b. the total number of undisputed votes cast for the plan separately by each class was

Name of Corporation	Class	Total no. of undisputed votes cast FOR the Plan
⇓		
⇓		

And the number of votes present and the number of votes cast for the plan by each class was sufficient for approval by that class.

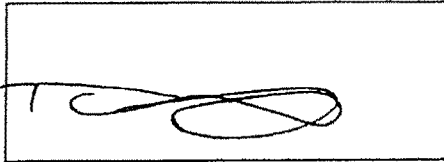
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Articles of Merger or Certificate of Merger
For Cross Entity Mergers

Name of Entity 1

Tower Loan of Mississippi, Inc.

By: Signature



(Please keep writing within blocks)

Printed Name

Francis C. Lee

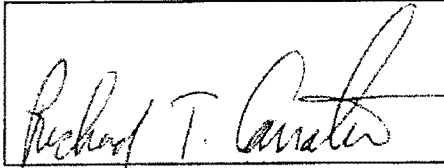
Title

President

Name of Entity 2

Tower Loan of Mississippi, LLC

By: Signature



(Please keep writing within blocks)

Printed Name

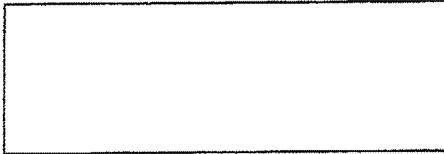
Richard T. Carratu

Title

President

Name of Entity 3

By: Signature



(Please keep writing within blocks)

Printed Name

Title

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is entered into as of the 14th day of June, 2012, by and between (i) Tower Loan of Mississippi, Inc., a Mississippi corporation (the "Corporation"), and (ii) Tower Loan of Mississippi, LLC, a Mississippi limited liability company (the "LLC").

RECITALS:

A. The parties hereto desire that the Corporation be merged with and into the LLC ("Merger") pursuant to the terms of this Merger Agreement.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. THE MERGER.

1.1 Merger of the Corporation into the LLC. Subject to the terms and conditions of this Merger Agreement, the Corporation shall be merged with and into the LLC, effective as of the filing of the Articles of Merger or Certificate of Merger for Cross Entity Mergers with the Secretary of State of the State of Mississippi (the "Effective Time"), in accordance with, and with the effect provided in, Section 79-4-11.05 of the Mississippi Business Corporation Act and Section 79-29-221 of the Mississippi Limited Liability Company Act. At the Effective Time, the separate corporate existence of the Corporation shall cease and the LLC shall be the surviving entity. For Federal income tax purposes, it is intended by the parties that the merger constitute a tax-free reorganization under section 368(a) of the Internal Revenue Code of 1986, as amended, and none of the parties shall take any position in a tax return or otherwise which is inconsistent with such treatment.

1.2 Effect of Merger. At and after the Effective Time:

(a) The LLC shall possess all of the respective rights, privileges, powers, franchises and interests of the Corporation in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the LLC by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Corporation may be continued as if the Merger did not occur, or the LLC may be substituted in the proceeding for the Corporation in such action or proceeding.

(b) The LLC shall be liable for all liabilities of the Corporation, and all debts, liabilities, obligations and contracts of the Corporation, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the respective balance sheets, books of account or records of the Corporation, shall be those of the LLC and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Corporation shall be preserved unimpaired.

(c) The name of the surviving entity shall be "Tower Loan of Mississippi, LLC."

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1.3 Additional Actions. If, at any time after the Effective Time, the LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the LLC its rights, title or interest in, to or under any of the rights, properties or assets of the Corporation acquired or to be acquired by the LLC as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Merger Agreement, the Corporation and the proper officers and directors of the Corporation shall be deemed to have granted to the LLC an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the LLC, and (c) otherwise carry out the purposes of this Merger Agreement. The proper members and officers of the LLC are fully authorized in the name of the Corporation or otherwise to take any and all such actions.

2. CANCELLATION OF STOCK.

2.1 Conversion of the Corporation Stock. All of the shares of common stock of the Corporation, \$1.00 par value per share (the "Corporation Stock"), which are issued and outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be one hundred percent (100%) of the outstanding membership interests of the LLC.

3. CERTIFICATE OF FORMATION, OPERATING AGREEMENT, ETC.

3.1 Certificate of Formation. From and after the Effective Time, the Certificate of Formation of the LLC, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the LLC.

3.2 Operating Agreement. From and after the Effective Time, the Operating Agreement of the LLC, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the LLC.

3.3 Officers. From and after the Effective Time, those persons who were officers of the Corporation immediately prior to the Effective Time shall be the officers of the LLC.

4. MISCELLANEOUS.

4.1 Binding Agreement. This Merger Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

4.2 Governing Law. This Merger Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi without regard to its conflict of laws rules.

4.3 No Third-Party Beneficiary. The terms and provisions of this Merger Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

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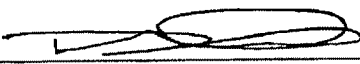
4.4 Entire Agreement. This Merger Agreement constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

[Signatures begin on the next page]

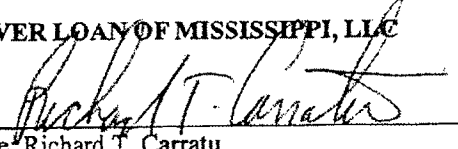
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IN WITNESS WHEREOF, the parties have entered into this Merger Agreement as of the date first written above.

TOWER LOAN OF MISSISSIPPI, INC.

By: 
Name: Francis C. Lee
Title: President

TOWER LOAN OF MISSISSIPPI, LLC

By: 
Name: Richard T. Carratu
Title: President

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