

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/11/2001		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SPS Commerce, Inc.		05/10/2001	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
Name:	SPS Commerce, Inc.		
Street Address:	1435 Energy Park Drive, Suite 127		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2393280	SPS COMMERCE	
Registration Number:	2744910	SPSCOMMERCE.NET	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6127667901		
Email:	tmmpls@FaegreBD.com		
Correspondent Name:	Faegre Baker Daniels LLP		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	454046.		
NAME OF SUBMITTER:	Dianna L. Gould, Paralegal		

OP \$65.00 2393280

Signature:	/dlg/
Date:	06/19/2013
<p><b>Total Attachments: 15</b></p> <p>source=Certificate of Merger#page1.tif source=Certificate of Merger#page2.tif source=Certificate of Merger#page3.tif source=Certificate of Merger#page4.tif source=Certificate of Merger#page5.tif source=Certificate of Merger#page6.tif source=Certificate of Merger#page7.tif source=Certificate of Merger#page8.tif source=Certificate of Merger#page9.tif source=Certificate of Merger#page10.tif source=Certificate of Merger#page11.tif source=Certificate of Merger#page12.tif source=Certificate of Merger#page13.tif source=Certificate of Merger#page14.tif source=Certificate of Merger#page15.tif</p>	

**CERTIFICATE OF MERGER  
OF  
SPS COMMERCE, INC.  
a Minnesota corporation,  
WITH AND INTO  
SPS MERGER SUB, INC.  
a Delaware corporation**

**(Delaware)**

The undersigned corporation, SPS Merger Sub, Inc., a corporation duly organized and existing under the laws of the State of Delaware, does hereby certify as follows:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
SPS Commerce, Inc. ("SPS Commerce")	Minnesota
SPS Merger Sub, Inc. ("Merger Sub")	Delaware

SECOND: That an Agreement and Plan of Merger dated as of April 18, 2001, by and between SPS Commerce and Merger Sub has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with subsection (c) of Section 252 of the Delaware General Corporation Law.

THIRD: That the name of the surviving corporation of the merger is SPS Commerce, Inc.

FOURTH: That the Certificate of Incorporation of Merger Sub is the Certificate of Incorporation of the surviving corporation except that the name of the surviving corporation is SPS Commerce, Inc.

FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation, and the address of such principal place of business is 1435 Energy Park Drive, Suite 127, St. Paul, Minnesota 55108.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of SPS Commerce or Merger Sub.

SEVENTH: That the authorized capital stock of the foreign corporation that is party to the merger is as follows:

<u>Corporation</u>	<u>Class</u>	<u>Number of Shares</u>	<u>Par Value per Share</u>
SPS Commerce	capital	10,000,000	none

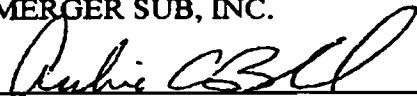
EIGHTH: That the merger of SPS Commerce into Merger Sub shall be effective on May 11, 2001 at 5:00 p.m Central Time.

\* \* \* \* \*

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**IN WITNESS WHEREOF**, this Certificate of Merger has been executed by the duly authorized officer of Merger Sub this 10th day of May, 2001.

SPS MERGER SUB, INC.

By   
Archie Black  
*President*

State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: SPS COMMERCE, INC.

DE: SPS MERGER SUB, INC.

State of Formation and Name of Surviving Entity:

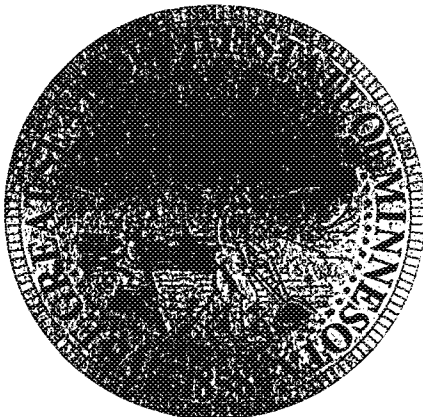
DE: SPS MERGER SUB, INC.

Effective Date of Merger: 5/11/01

Name of Surviving Entity After Effective Date of Merger:

SPS COMMERCE, INC.

This certificate has been issued on: 5/11/01



Mary Kiffmeyer Secretary of State.

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**ARTICLES OF MERGER  
OF  
SPS COMMERCE, INC.  
a Minnesota corporation,  
WITH AND INTO  
SPS MERGER SUB, INC.  
a Delaware corporation**

**(Minnesota)**

These Articles of Merger, filed pursuant to Section 302A.615 of the Minnesota Business Corporation Act, relate to the merger (the "Merger") of SPS Commerce, Inc., a Minnesota corporation ("SPS Commerce"), with and into SPS Merger Sub, Inc., a Delaware corporation ("Merger Sub") and are dated May 10, 2001.

FIRST: The Agreement and Plan of Merger dated as of April 18, 2001 (the "Plan of Merger"), between SPS Commerce and Merger Sub, in fully executed form, is attached hereto as Exhibit A. As provided in the Plan of Merger, Merger Sub will continue as the surviving corporation under the corporate name of "SPS Commerce, Inc."

SECOND: The Plan of Merger has been approved by SPS Commerce in accordance with the Minnesota Business Corporation Act.

THIRD: The Merger is permitted by the laws of the State of Delaware, the jurisdiction under which Merger Sub is organized, and the Plan of Merger has been approved by Merger Sub in accordance with the Delaware General Corporation Law.

FOURTH: Merger Sub, the surviving corporation following the Merger, hereby agrees:

(1) that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of a constituent corporation and in a proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against it;

(2) that the Secretary of State of Minnesota shall be and hereby is irrevocably appointed as its agent to accept service of process in any such proceeding, and the address to which process may be forwarded is SPS Commerce, Inc., 1450 Energy Park Drive, Suite 127, St. Paul, Minnesota 55108, Attention: President; and

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(3) that it will promptly pay to any dissenting shareholders of SPS Commerce the amount, if any, to which they are entitled under Section 302A.473 of the Minnesota Business Corporation Act.

FIFTH: These Articles of Merger may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

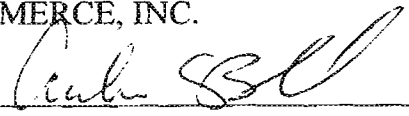
\* \* \* \* \*

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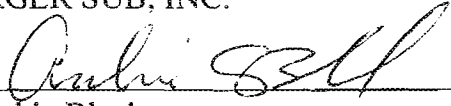
SPS COMMERCE, INC.

By:

  
\_\_\_\_\_  
Archie Black  
*President*

SPS MERGER SUB, INC.

By:

  
\_\_\_\_\_  
Archie Black  
*President*

**Agreement and Plan of Merger**

**EXHIBIT A**

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Merger Agreement*") is made as of the 18th day of April, 2001, by and between SPS Commerce, Inc., a Minnesota corporation ("*SPS*"), and SPS Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of SPS ("*Merger Sub*") and, collectively with SPS referred to as the "*Constituent Corporations*").

### WITNESSETH:

WHEREAS, SPS is a corporation duly organized and existing under the laws of the State of Minnesota;

WHEREAS, Merger Sub is a corporation duly organized and existing under the laws of the State of Delaware and is a wholly-owned subsidiary of SPS;

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and their shareholders that SPS be merged with and into Merger Sub, with Merger Sub being the surviving corporation (the "*Merger*");

WHEREAS, the Boards of Directors of the Constituent Corporations have approved this Merger Agreement by resolutions duly adopted in accordance with the laws of their respective jurisdictions of incorporation; and

WHEREAS, the Constituent Corporations desire to adopt a plan of reorganization pursuant to the provisions of Section 368 of the Internal Revenue Code of 1986, as amended from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and in accordance with applicable laws, the parties hereto agree its follows:

1. **Surviving Corporation.** SPS shall be merged with and into Merger Sub, with Merger Sub being the surviving corporation (the "*Surviving Corporation*") of the Merger. At the Effective Time (as hereinafter defined), the corporate existence of SPS shall cease and the Surviving Corporation, to the extent permitted by applicable law, shall succeed to all the business, properties, assets and liabilities of the Constituent Corporations. At the Effective Time, the name of the Surviving Corporation shall become SPS Commerce, Inc.

2. **Authorized Shares.** The authorized capital stock of the Surviving Corporation consists of Twelve Million (12,000,000) shares of capital stock, each having a par value of \$.001 per share. The shares shall be classified in two classes consisting of Nine Million (9,000,000) shares of common stock (the "*Common Stock*"), and an aggregate of Three Million (3,000,000) shares of preferred stock, consisting of (i) One Million Four Hundred Twenty-Five Thousand (1,425,000) shares of Series A Convertible Participating Preferred Stock (the "*Series A Preferred Stock*"), (ii) Eleven Thousand Two Hundred Seventeen and Four Hundred Forty-Four Thousandths (11,217.444) shares of Series B-1 Convertible Participating Preferred Stock (the "*Series B-1 Preferred Stock*"), (iii) One Thousand Six and Twenty-Eight Hundredths (1,006.28) shares of Series B-2 Convertible Participating Preferred Stock (the "*Series B-2 Preferred Stock*") and, together with the Series B-1 Preferred Stock, the "*Series B Preferred Stock*"), (iv) One

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Million Four Hundred Fifteen Thousand Four Hundred Forty (1,415,440) shares of Series C Convertible Participating Preferred Stock (the "*Series C Preferred Stock*" and, together with the Series A Preferred Stock and Series B Preferred Stock, the "*Preferred Stock*"), and (v) One Hundred Forty-Seven Thousand Three Hundred Thirty-Six and Two Hundred Seventy-Six Thousandths (147,336.276) preferred shares undesignated as to series (the "*Undesignated Preferred Stock*").

**3. Certificate of Incorporation and By-Laws.**

(A) The certificate of incorporation of Merger Sub as in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation, except that the name of Merger Sub shall be changed to become SPS Commerce, Inc.

(B) The by-laws of Merger Sub as in effect at the Effective Time shall be the by-laws of the Surviving Corporation.

**4. Directors and Officers.**

(A) The directors of SPS immediately prior to the Effective Time shall be the directors of the Surviving Corporation, to hold office in accordance with the by-laws of the Surviving Corporation until their successors are duly appointed or elected and qualified.

(B) The officers of SPS immediately prior to the Effective Time shall be the officers of the Surviving Corporation to hold office in accordance with the by-laws of the Surviving Corporation until their successors are duly appointed or elected and qualified.

**5. Registered Office.** The registered office of the Surviving Corporation in the State of Delaware shall be at 1209 Orange Street, the City of Wilmington, County of New Castle. The name of the Surviving Corporation's registered agent for service of process at such address is The Corporation Trust Company.

**6. Consent to Service of Process.** The Surviving Corporation hereby consents to be sued and served with process in the State of Minnesota in any proceeding in the State of Minnesota, and the Surviving Corporation hereby irrevocably appoints SPS Commerce, Inc., 1450 Energy Park Drive, St. Paul, Minnesota 55108, Attention: Secretary, as its agent to accept service or process in any such proceeding in the State of Minnesota to enforce against the Constituent Corporations any obligations of SPS and the rights of dissenting shareholders of SPS.

**7. Appointment of Statutory Agent.** It is desired that the Surviving Corporation transact business in the State of Minnesota as a foreign corporation. The Surviving Corporation hereby constitutes and appoints, as the statutory and designated agent of the Surviving Corporation upon whom process, notice or demand against the Surviving Corporation may be served within the State of Minnesota, SPS Commerce, Inc., 1450 Energy Park Drive, St. Paul, Minnesota 55108, Attention: Secretary.

**8. Corporate Purpose.** The purposes for which the Surviving Corporation is formed are to engage in any lawful act or activity for which corporations may be formed under the laws of the State of Delaware.

**9. Terms of Merger.**

- (A) At the Effective Time, each issued and outstanding share of Common Stock of SPS shall, automatically and without further act of either of Constituent Corporations or of the holder thereof, be extinguished and converted into one (1) issued and outstanding share of Common Stock of the Surviving Corporation. At the Effective Time, each certificate therefore representing one or more shares of Common Stock of SPS shall be deemed, for all corporate purposes, to evidence ownership of that number of shares of Common Stock of the Surviving Corporation which the holder of such certificate is entitled to receive.
- (B) Each person who, as a result of the Merger, holds one or more certificates that theretofore represented one or more shares of Common Stock of SPS may surrender any such certificate to the Surviving Corporation (or to any agent designated for such purpose by the Surviving Corporation), and upon such surrender, the Surviving Corporation shall, within sixty (60) days of the consummation of the Merger, deliver to such person in substitution and exchange therefor one or more certificates evidencing the number of shares of Common Stock of the Surviving Corporation that such person is entitled to receive in accordance with the terms of this Merger Agreement in substitution for the number of shares of Common Stock of SPS theretofore represented by each certificate so surrendered; provided, however, that such holders shall not be required to surrender any such certificates until such certificates would normally be surrendered for transfer on the books of the issuing corporation in the ordinary course of business.
- (C) At the Effective Time, each issued and outstanding share of Series A Preferred Stock of SPS, shall, automatically and without further act of either of the Constituent Corporations or of the holder thereof, be extinguished and converted into one (1) issued and outstanding share of Series A Preferred Stock of the Surviving Corporation. Each person who holds one or more certificates that theretofore represented one or more shares of Series A Preferred Stock of SPS may surrender any such certificate to the Surviving Corporation (or to any agent designated for such purpose by the Surviving Corporation), and upon such surrender, the Surviving Corporation shall, within sixty (60) days of the consummation of the Merger, deliver to such person in substitution and exchange therefor one or more certificates evidencing the number of shares of Series A Preferred Stock of the Surviving Corporation that such person is entitled to receive in accordance with the terms of this Merger Agreement in substitution for the number of shares of Series A Preferred Stock of SPS theretofore represented by each certificate so surrendered.
- (D) At the Effective Time, each share of Series B-1 Preferred Stock of SPS deemed to be issued and outstanding, shall, automatically and without further act of either of the Constituent Corporations or of the holder thereof, be extinguished and converted into one (1) issued and outstanding share of Series B-1 Preferred Stock of the Surviving Corporation. Each person who holds one or more certificates that theretofore purported to represent one or more shares of Series B-1 Preferred

Stock of SPS may surrender any such certificate to the Surviving Corporation (or to any agent designated for such purpose by the Surviving Corporation), and upon such surrender, the Surviving Corporation shall, within sixty (60) days of the consummation of the Merger, deliver to such person in substitution and exchange therefor one or more certificates evidencing the number of shares of Series B-1 Preferred Stock of the Surviving Corporation that such person is entitled to receive in accordance with the terms of this Merger Agreement in substitution for the number of shares of Series B-1 Preferred Stock of SPS theretofore represented by each certificate so surrendered.

- (E) At the Effective Time, each share of Series B-2 Preferred Stock of SPS deemed to be issued and outstanding, shall, automatically and without further act of either of the Constituent Corporations or of the holder thereof, be extinguished and converted into one (1) issued and outstanding share of Series B-2 Preferred Stock of the Surviving Corporation. Each person who holds one or more certificates that theretofore purported to represent one or more shares of Series B-2 Preferred Stock of SPS may surrender any such certificate to the Surviving Corporation (or to any agent designated for such purpose by the Surviving Corporation), and upon such surrender, the Surviving Corporation shall, within sixty (60) days of the consummation of the Merger, deliver to such person in substitution and exchange therefor one or more certificates evidencing the number of shares of Series B-2 Preferred Stock of the Surviving Corporation that such person is entitled to receive in accordance with the terms of this Merger Agreement in substitution for the number of shares of Series B-2 Preferred Stock of SPS theretofore represented by each certificate so surrendered.
- (F) At the Effective Time, each share of Series C Preferred Stock of SPS deemed to be issued and outstanding, shall, automatically and without further act of either of the Constituent Corporations or of the holder thereof, be extinguished and converted into one (1) issued and outstanding share of Series C Preferred Stock of the Surviving Corporation. Each person who holds one or more certificates that theretofore purported to represent one or more shares of Series C Preferred Stock of SPS may surrender any such certificate to the Surviving Corporation (or to any agent designated for such purpose by the Surviving Corporation), and upon such surrender, the Surviving Corporation shall, within sixty (60) days of the consummation of the Merger, deliver to such person in substitution and exchange therefor one or more certificates evidencing the number of shares of Series C Preferred Stock of the Surviving Corporation that such person is entitled to receive in accordance with the terms of this Merger Agreement in substitution for the number of shares of Series C Preferred Stock of SPS theretofore represented by each certificate so surrendered.
- (G) At and after the Effective Time, all of the issued and outstanding shares of Common Stock of Merger Sub held immediately prior to the Effective Time shall be cancelled and cease to exist, without any consideration being payable therefor.
- (H) At the Effective Time, each option and each warrant to purchase shares of Common Stock or Preferred Stock of SPS outstanding and immediately prior to

the Effective Time shall become an option or warrant to purchase the corresponding shares of Common Stock or Preferred Stock of the Surviving Corporation, subject to the same terms and conditions and at the same exercise price applicable to each such option or warrant immediately prior to the Effective Time.

**10. Termination and Abandonment.** At any time prior to the Effective Time and for any reason, this Merger Agreement may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations, without notice of such action to the other Constituent Corporation, notwithstanding approval of this Merger Agreement by the shareholders of one or both of the Constituent Corporations.

**11. Amendment.** At any time prior to the Effective Time, this Merger Agreement may be amended, either before or after shareholder approval, by an agreement in writing executed in the same manner as this Merger Agreement, after due authorization of such action by the Boards of Directors of the Constituent Corporations; provided, however, that this Merger Agreement may not be amended after shareholder approval if such amendment would (A) alter or change the amount or kind of shares or other consideration to be received by the shareholders of either of the Constituent Corporations in the Merger, (B) alter or change any terms of the certificate of incorporation of the corporation that will be the Surviving Corporation, (C) alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the shareholders of either of the Constituent Corporations, or (D) otherwise violate applicable laws.

**12. Effective Time of Merger.** The Effective Time of Merger shall be the later of the date on which (i) a Certificate of Ownership and Merger shall have been duly filed in the office of the Secretary of State of Delaware, and (ii) a Certificate of Merger shall have been duly filed in the office of the Secretary of State of Minnesota (the "*Effective Time*"), each of which dates shall be determined by the Boards of Directors of the Constituent Corporations.

*[Remainder of page left intentionally blank]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**SPS COMMERCE, INC.**

By: Archie Black  
Archie Black  
*President*

By: \_\_\_\_\_  
Andrew G. Humphrey  
*Secretary*

**SPS MERGER SUB, INC.**

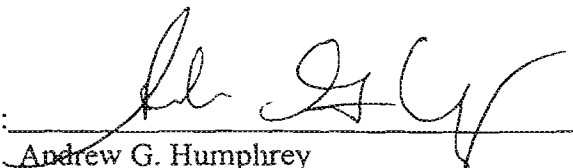
By: Archie Black  
Archie Black  
*President*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**SPS COMMERCE, INC.**

By: \_\_\_\_\_  
Archie Black  
*President*

By:  \_\_\_\_\_  
Andrew G. Humphrey  
*Secretary*

**SPS MERGER SUB, INC.**

By: \_\_\_\_\_  
Archie Black  
*President*

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[Signature page to SPS Commerce, Inc. Merger Agreement with SPS Merger Sub, Inc.]