

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/25/2013		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Kodiak Enterprises, Inc.		10/25/2013	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
Name:	Hughes Associates, Inc.		
Street Address:	3610 Commerce Drive, Suite 817		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21227		
Entity Type:	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2611698	KODIAK FIRE & SAFETY CONSULTING	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2485668531		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn, LLP		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	232609-341588		
NAME OF SUBMITTER:	Julie E. Reitz		
Signature:	/Julie E. Reitz/		

CH \$40.00 2611698

Date:

12/20/2013

**Total Attachments: 7**

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RECEIVED

MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION  
CHARTER DIVISION

ARTICLES OF MERGER

MERGING

KODIAK ENTERPRISES, INC.,  
an Indiana corporation

INTO

HUGHES ASSOCIATES, INC.,  
a Maryland corporation

FIRST: Hughes Associates, Inc., a corporation organized and existing under the laws of the State of Maryland, and Kodiak Enterprises, Inc., a corporation organized and existing under the laws of the State of Indiana, agree that Kodiak Enterprises, Inc., shall be merged with and into Hughes Associates, Inc. The terms and conditions of the merger and the mode of carrying the same into effect are as herein set forth in these Articles of Merger.

SECOND: The name of the successor company is Hughes Associates, Inc. (the "Surviving Parent"), which is a corporation organized in the State of Maryland under the provisions of the Maryland General Corporation Law, and which will continue its existence under its present name pursuant to the provisions of the Maryland General Corporation Law.

THIRD: The name of the corporation to be merged into the Surviving Parent is Kodiak Enterprises, Inc. (the "Merging Subsidiary"), a corporation incorporated on November 6, 1991, under the Indiana Business Corporation Law, and the corporate existence of which will cease upon the effective date of the merger in accordance with the provisions of Indiana law.

FOURTH: The principal office of the Surviving Parent in the State of Maryland is located in Baltimore County.

FIFTH: The Merging Subsidiary owns no interest in land in the State of Maryland.

SIXTH: No amendments to the charter of the Surviving Parent are to be effected as part of the merger.

SEVENTH: The total number of shares of stock of all classes which the Surviving Parent has authority to issue is 500,000 shares of a single class of common stock with a par value of \$0.001 per share.

EIGHTH: The total number of shares of stock of all classes which the Merging Subsidiary has authority to issue is 1,000 shares of a single class of common stock with no par value.

NINTH: All of the issued and outstanding shares of the Merging Subsidiary are owned by the Surviving Parent, and no shares of the Surviving Parent are to be issued or any other consideration given for shares of the Merging Subsidiary, but upon the effective date of the merger and by virtue of the merger, all such shares of stock of the Merging Subsidiary shall be cancelled and cease to exist.

TENTH: The terms and conditions of the merger herein set forth were advised, authorized and approved by each party to these Articles of Merger in the manner and by the vote required by its charter and the laws of the place where it is organized.

ELEVENTH: The Board of Directors of the Surviving Parent has duly approved and adopted the Agreement and Plan of Merger (attached as Exhibit A), these Articles of Merger, and the merger contemplated herein, by unanimous written consent.

TWELFTH: The Board of Directors of the Merging Subsidiary has duly approved and adopted the Agreement and Plan of Merger (attached as Exhibit A), these Articles of Merger, and the merger contemplated herein, by unanimous written consent.

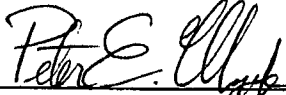
THIRTEENTH: Notwithstanding anything herein to the contrary, this merger may be abandoned at any time prior to the effective date by unanimous written consent of the Board of Directors of the Surviving Parent or the Board of Directors of the Merging Subsidiary, acting for any reason or for no reason. In the event of such termination and abandonment, this merger shall become void and have no further effect, without any liability on the part of the Surviving Parent or the Merging Subsidiary or the shareholders, officers or directors of such corporations. If the Articles of Merger have been filed with the Maryland Department of Assessments and Taxation (the "Department"), notice of the abandonment shall be given promptly to the Department.

FOURTEENTH: The merger shall become effective upon the filing of these Articles of Merger with, and the acceptance for record by, the Department.

(signatures on next page)

IN WITNESS WHEREOF, Kodiak Enterprises, Inc., an Indiana corporation, has caused these presents to be signed in its name and on its behalf by its Vice President and attested to by its Assistant Secretary on this 25th day of October, 2013, and its Vice President acknowledges that these Articles of Merger are the act and deed of the Merging Subsidiary and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

KODIAK ENTERPRISES, INC.


By:   
Name: Peter E. Mogk  
Its: Vice President

ATTEST:

\_\_\_\_\_  
Name: Nicholas H. Barker  
Its: Assistant Secretary

IN WITNESS WHEREOF, Hughes Associates, Inc., a Maryland corporation, has caused these presents to be signed in its name an on its behalf by its Vice President and attested to by its Assistant Secretary on this 25th day of October, 2013, and its Vice President acknowledges that these Articles of Merger are the act and deed of the Surviving Parent and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

HUGHES ASSOCIATES, INC.

By:   
Name: Peter E. Mogk  
Its: Vice President

ATTEST:

\_\_\_\_\_  
Name: Nicholas H. Barker  
Its: Assistant Secretary

IN WITNESS WHEREOF, Kodiak Enterprises, Inc., an Indiana corporation, has caused these presents to be signed in its name and on its behalf by its Vice President and attested to by its Assistant Secretary on this 25th day of October, 2013, and its Vice President acknowledges that these Articles of Merger are the act and deed of the Merging Subsidiary and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

KODIAK ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: Peter E. Mogk  
Its: Vice President

ATTEST:

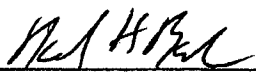
  
\_\_\_\_\_  
Name: Nicholas H. Barker  
Its: Assistant Secretary

IN WITNESS WHEREOF, Hughes Associates, Inc., a Maryland corporation, has caused these presents to be signed in its name an on its behalf by its Vice President and attested to by its Assistant Secretary on this 25th day of October, 2013, and its Vice President acknowledges that these Articles of Merger are the act and deed of the Surviving Parent and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

HUGHES ASSOCIATES, INC.

By: \_\_\_\_\_  
Name: Peter E. Mogk  
Its: Vice President

ATTEST:

  
\_\_\_\_\_  
Name: Nicholas H. Barker  
Its: Assistant Secretary

**Exhibit A**

**AGREEMENT AND PLAN OF MERGER**

**MERGING  
KODIAK ENTERPRISES, INC.,  
an Indiana corporation,  
INTO  
HUGHES ASSOCIATES, INC.,  
a Maryland corporation**

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THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of this 25th day of October, 2013, by and between Kodiak Enterprises, Inc., an Indiana corporation ("Kodiak" or the "Merging Subsidiary"), and Hughes Associates, Inc., a Maryland corporation ("Hughes" or the "Surviving Parent"). Kodiak is a wholly-owned subsidiary of Hughes.

**RECITALS**

- A. Kodiak is a corporation duly organized and existing under the laws of the State of Indiana, with authority to issue 1,000 shares of a single class of common stock, no par value, of which 100 shares are currently issued and outstanding.
- B. Hughes is a corporation duly organized and existing under the laws of the State of Maryland, with authority to issue 500,000 shares of common stock, \$0.001 par value, of which 145,752 shares are currently issued and outstanding.
- C. The board of directors of Hughes and the board of directors of Kodiak have, by resolution, unanimously approved this Agreement, and declared it advisable and in the best interests of their respective companies that Kodiak merge with and into Hughes, which shall be the surviving corporation, in the manner and upon the terms and conditions hereinafter set forth and with the effect provided by and pursuant to the applicable provisions of Maryland and Indiana law, which laws permit the merger herein contemplated.

THEREFORE, it is agreed as follows:

**FIRST:** At the Effective Time (as defined in Article Eighth), Kodiak shall be merged with and into Hughes, which shall be the surviving corporation.

**SECOND:** The separate existence of the Merging Subsidiary shall cease at the Effective Time and the existence of the Surviving Parent shall continue unaffected and

unimpaired by the merger with all of the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under Maryland law.

THIRD: The Articles of Incorporation of Hughes, as amended and in full force and effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Parent until the same shall be amended and changed pursuant to the provisions of Maryland law.

FOURTH: The Amended and Restated Bylaws of Hughes (the "Bylaws"), in full force and effect at the Effective Time, shall be the Bylaws of the Surviving Parent until the same shall be altered or amended as therein provided or as provided by law.

FIFTH: The officers and directors of Hughes in office at the Effective Time shall constitute the officers and directors of the Surviving Parent for the terms elected or appointed and qualified. Should a vacancy exist at the Effective Time on the board of directors of the Surviving Parent or in any office of the Surviving Parent, such vacancy may be filled in the manner provided by the Bylaws of the Surviving Parent.

SIXTH: All of the issued and outstanding shares of the Merging Subsidiary shall, at the Effective Time, by virtue of the merger and without any action on the part of the holder of such shares, be cancelled and cease to exist. The shares of Hughes at the Effective Time shall continue, without impairment or alteration, as issued and outstanding shares of the Surviving Parent.

SEVENTH: The street address of the principal place of business of the Surviving Parent is 3610 Commerce Drive, Suite 817, Baltimore, Maryland 21227.

EIGHTH: The merger shall become effective upon the filing of articles of merger with, and the acceptance for record by, the Maryland Department of Assessments and Taxation (the "Effective Time").

NINTH: From and after the Effective Time:

1. All the rights, privileges, powers and franchises and all property, contracts, money and assets of every kind and description, including, without limitation, patents, trademarks, trade names, licenses and registrations and the goodwill relating to any of the foregoing, of the Merging Subsidiary shall be vested in, and be held and enjoyed by, the Surviving Parent without further act or deed.
2. All the estates and interests of every kind of the Merging Subsidiary, including all debts due to them on whatever account, shall be as effectively the property of the Surviving Parent as they were of the Merging Subsidiary prior to the merger.
3. The title to any real estate vested by deed or otherwise in the Merging Subsidiary shall not revert or be in any way impaired by reason of the merger.



4. All rights of creditors and all liens upon any property of the Merging Subsidiary prior to the merger shall henceforth attach to the same property of the Surviving Parent and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Parent.

TENTH: The Merging Subsidiary agrees, to the extent permitted by law, from time to time, as and when requested by the Surviving Parent, or by its successors or assigns, to execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as the Surviving Parent may deem necessary or desirable to vest in and confirm to the Surviving Parent title to, and possession of, any property, bank accounts, assets or rights of the Merging Subsidiary acquired by reason of, or as a result of, the merger herein provided for, and otherwise to carry out the intent and purposes hereof. The proper officers and directors of the Merging Subsidiary immediately preceding the Effective Time, and the then current and proper officers and directors of the Surviving Parent, are authorized, in the names of the Merging Subsidiary and the Surviving Parent, to take any and all such actions.

ELEVENTH: The Merging Subsidiary and the Surviving Parent 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 Maryland and Indiana to consummate the merger and to make the merger effective in accordance with this Agreement.

TWELFTH: Notwithstanding anything herein to the contrary, this Agreement may be abandoned at any time prior to the Effective Time by the board of directors of the Merging Subsidiary or the board of directors of the Surviving Parent, acting for any reason or for no reason. In the event of such termination and abandonment, this Agreement shall become void and have no effect without any liability on the part of the Merging Subsidiary or the Surviving Parent or the shareholders or directors of the constituent corporations. The board of directors of the Merging Subsidiary and the board of directors of the Surviving Parent may make amendments or changes to this Agreement at any time prior to the Effective Time.