

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 10/18/2013 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|--------------------------------------|
| MYWEATHER, LLC | | 10/18/2013 | LIMITED LIABILITY COMPANY: WISCONSIN |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------|
| Name: | Weather Central, LP |
| Street Address: | 401 Charnny Drive |
| City: | Madison |
| State/Country: | WISCONSIN |
| Postal Code: | 53719 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 3654691 | IT'S MORE THAN WEATHER - IT'S MYWEATHER |
| Registration Number: | 2779931 | MYWEATHER |
| Registration Number: | 3239572 | ROUTECAST |
| Registration Number: | 3667921 | ROUTECAST.COM |
| Registration Number: | 2907912 | WEATHER DEPOT |

CORRESPONDENCE DATA

Fax Number: 4045413372
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-815-6500
 Email: tmadmin@kilpatricktownsend.com,
 brook@kilpatricktownsend.com
 Correspondent Name: William H. Brewster
 Address Line 1: 1100 Peachtree Street, Suite 2800

OP \$140.00 3654691

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

W2100/056310

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Beth Rook

Signature:

/Beth Rook/

Date:

02/27/2014

Total Attachments: 8

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MYWEATHER, LLC", A WISCONSIN LIMITED LIABILITY COMPANY, WITH AND INTO "WEATHER CENTRAL, LP" UNDER THE NAME OF "WEATHER CENTRAL, LP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF OCTOBER, A.D. 2013, AT 3:47 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE EIGHTEENTH DAY OF OCTOBER, A.D. 2013, AT 5 O'CLOCK P.M.



4926912 8100M

131208734

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0824482

DATE: 10-18-13

TRADEMARK
REEL: 005226 FRAME: 0471

CERTIFICATE OF MERGER

of

MYWEATHER, LLC
(a Wisconsin limited liability company)

with and into

WEATHER CENTRAL, LP
(a Delaware limited partnership)

Pursuant to Title 6, Section 17-211 of the Delaware Revised Uniform Limited Partnership Act, the undersigned limited partnership executed the following Certificate of Merger:

FIRST: The name, jurisdiction of formation or organization and type of entity of each of the domestic limited partnership and the other entity which is to merge is as follows:

- (a) The name of the surviving limited partnership is Weather Central, LP, a limited partnership organized under the laws of the State of Delaware; and
- (b) The name of the entity being merged into the surviving limited partnership is MyWeather, LLC, a limited liability company organized under the laws of the State of Wisconsin.

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the entities which is to merge in accordance with Title 6, Section 17-211 of the Delaware Revised Uniform Limited Partnership Act.

THIRD: The name of the surviving limited partnership is Weather Central, LP.

FOURTH: There are no amendments to the certificate of limited partnership of Weather Central, LP, the surviving entity in the merger, to be effected by the merger.

FIFTH: This Certificate of Merger and the merger contemplated herein shall become effective at 5:00 p.m., Eastern Time, on October 18, 2013.


SIXTH: The executed Agreement and Plan of Merger is on file at 300 Interstate North Parkway SE, Atlanta, Georgia 30339-2403, an office of the surviving limited partnership.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited partnership on request, without cost, to any partner of the surviving limited partnership or any person holding an interest in the other entity which is to merge.

IN WITNESS WHEREOF, the surviving limited partnership has caused this Certificate of Merger to be executed by its general partner on behalf of the surviving limited partnership this 17th day of October 2013.

WEATHER CENTRAL, LP
a Delaware limited partnership

By its general partner, **WSI GP, LLC,**
A Georgia limited liability company

By: 

Name: Mark Gildersleeve
Title: Chief Executive Officer

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

Sec. 179.77,
180.1105,
181.1105, and
183.1204 Wis. Stats.

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
2013 Division of Corporate & Consumer Services



| |
|--|
| STATE OF WISCONSIN FILED OCT 18 2013 DEPARTMENT OF FINANCIAL INSTITUTIONS |
|--|

ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

| | | |
|------------------------------|---|---|
| Company Name: MyWeather, LLC | | |
| Indicate (X) Entity Type | <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.) | Organized under the laws of Wisconsin (state or country) |

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://ww2.revenue.wi.gov/internet/merger.html>

| | | |
|-----------------------------|--|--|
| Company Name: | | |
| Indicate (X) Entity Type | <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.) | Organized under the laws of (state or country) |

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes No

IMPORTANT: If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://ww2.revenue.wi.gov/internet/merger.html>

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate.

2. Surviving Entity:

| | | |
|-----------------------------------|---|--|
| Company Name: Weather Central, LP | | |
| Indicate (X) Entity Type | <input checked="" type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.) | Organized under the laws of Delaware (state or country) |

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.

FILING FEE - \$150.00

DFI/CORP/2000(R11/12)

3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

The surviving entity is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

| Membership Class | Number of Memberships Outstanding | Number of Votes Entitled to be Cast | For | Against |
|------------------|-----------------------------------|-------------------------------------|-----|---------|
| | | | | |

(Append or attach the PLAN OF MERGER, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on 10/18/13 (date) at 5:00 p.m. (time).
Eastern Time

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on October 17, 2013 (date) by the surviving entity on behalf of all parties to the merger.

Weather Central, LP,
by its general partner, WSI GP, LLC, by:

Mark Gilderleeve
(Signature)

Mark (X) below the title of the person executing the document.

Mark Gilderleeve
(Printed Name)

For a limited partnership

Title: General Partner

For a limited liability company

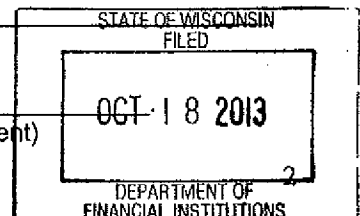
Title: Member OR Manager

For a corporation

Title: President OR Secretary
or other officer title

This document was drafted by: Document not executed in Wisconsin
(Name the individual who drafted the document)

DFI/CORP/2000(R11/12)



TRADEMARK
REEL: 005226 FRAME: 0475

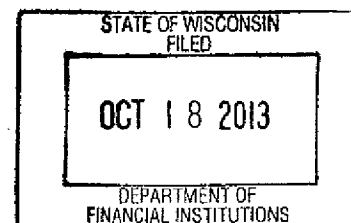
AGREEMENT AND PLAN OF MERGER

by and between

WEATHER CENTRAL, LP
(a Delaware limited partnership)

and

MYWEATHER, LLC
(a Wisconsin limited liability company)



THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into as of the 17th day of October 2013, by and between Weather Central, LP, a limited partnership organized under the law of the State of Delaware ("WC") and MyWeather, LLC, a limited liability company organized under the law of the State of Wisconsin ("MW") (said entities being hereinafter referred to as the "Constituent Parties");

WHEREAS, the respective General Partner and Manager of the Constituent Parties deem it advisable and in the best interests of the said Constituent Parties that MW be merged with and into WC, with WC being the surviving party thereafter.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements of the Constituent Parties hereinafter contained, it is hereby agreed by and between the Constituent Parties hereto as follows:

1. Subject to the approval by the Constituent Parties pursuant to the provisions of Section 17.211 of the Delaware Revised Uniform Limited Partnership Act (the "Act") and Section 183.1204 of the Wisconsin Statutes (the "Statutes"), MW (the "Non-Surviving Party") shall be merged with and into WC (the "Surviving Party"), and thereafter, the individual existence of the Non-Surviving Party shall cease. The Surviving Party shall continue to exist as a limited partnership organized under the law of the State of Delaware.
2. The merger contemplated herein shall be effective upon the filing of a Certificate of Merger with the Delaware Secretary of State and the filing of Articles of Merger with the Wisconsin Department of Financial Institutions (the "Effective Time").
3. The Certificate of Limited Partnership of the Surviving Party at the Effective Time of the merger shall be the Certificate of Limited Partnership of the Surviving Party as the surviving business entity in the merger and shall continue in full force and effect without amendment until amended and changed in the manner prescribed by the provisions of the Act.
4. The Limited Partnership Agreement of the Surviving Party at the Effective Time of the merger shall be the Limited Partnership Agreement of the Surviving Party as the surviving business entity in the merger and shall continue in full force and effect without amendment until amended and changed in the manner prescribed by such agreement and the provisions of the Act.
5. The general partner of the Surviving Party at the Effective Time of the merger shall continue to be the general partner of the Surviving Party thereafter until replaced in accordance with

the Limited Partnership Agreement of the Surviving Party and applicable law. If there shall have been appointed and serving as of the Effective Time any officers of the Surviving Party, all such officers shall continue in office after the Effective Time, until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Limited Partnership Agreement of the Surviving Party and applicable law.

6. The manner and basis of converting or otherwise dealing with the partnership interests, limited liability company interests or other interests in each of the Constituent Parties is as follows:

At the Effective Time of the merger:

(i) The partnership interests of the Surviving Party issued and outstanding immediately prior to the Effective Time shall continue unchanged and shall continue to constitute and evidence the same partnership interests of the Surviving Party and be held by the partners of the Surviving Party holding such interest immediately prior to the merger.

(ii) All limited liability company interests of the Non-Surviving Party issued and outstanding immediately prior to the Effective Time shall be canceled and retired without consideration, and all rights in respect thereof shall cease to exist. The Surviving Party, as the sole holder of such interests, agrees to such cancellation and retirement.

7. This Agreement shall be submitted to all of the respective partners of WC and the sole manager and member of MW for approval or rejection in accordance with the provisions of the Act and the Statutes and each party's applicable governing documents.

8. In the event that the Agreement shall have been approved as contemplated above, the Constituent Parties shall cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Delaware and by the laws of the State of Wisconsin, including a certificate and/or articles of merger, and shall cause to be performed all necessary acts therein and elsewhere to effectuate the merger herein provided for. This Agreement shall constitute an agreement of merger and a plan of merger for purposes of the Act and the Statutes, and the terms and conditions of the merger contemplated hereby.

9. The Constituent Parties shall do any and all acts and things, and make, execute, deliver, file, and/or record any and all instruments, papers, and documents, as shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

10. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person.

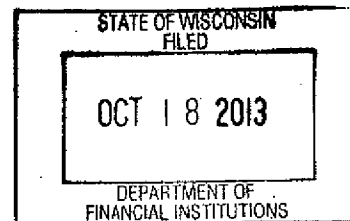
IN WITNESS WHEREOF, the Constituent Parties have each caused this Agreement and Plan of Merger to be executed on the day and year first above written.

WEATHER CENTRAL LP
By WSI GP, LLC, its general partner

By: Mark Gildersleeve
Name: Mark Gildersleeve
Title: Chief Executive Officer

MYWEATHER, LLC
By Weather Central, LP, its manager
By WSI GP, LLC, its general partner

By: Mark Gildersleeve
Name: Mark Gildersleeve
Title: Chief Executive Officer



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