

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298672

| | | | |
|---|----------------------------|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 12/02/2011 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Specific Software Solutions, L.L.C. | | 11/30/2011 | LIMITED LIABILITY COMPANY: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | Zywave, Inc. | | |
| Street Address: | 10700 W. Research Drive | | |
| Internal Address: | Suite 400 | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53226 | | |
| Entity Type: | CORPORATION: WISCONSIN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2245569 | MODMASTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | Imkonkel@michaelbest.com | | |
| Correspondent Name: | Michael Best & Friedrich | | |
| Address Line 1: | 100 E. Wisconsin Ave. | | |
| Address Line 2: | Suite 3300 | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| ATTORNEY DOCKET NUMBER: | 017971-9019 | | |
| NAME OF SUBMITTER: | Laura M. Konkel | | |
| SIGNATURE: | /Laura M. Konkel/ | | |
| DATE SIGNED: | 03/20/2014 | | |
| Total Attachments: 5 | | | |
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Sec.179.77, 180.1105,
181.1105 & 183.1204,
Wis Stats

State of Wisconsin
Department of Financial Institutions
Division of Corporate & Consumer Services



Articles of Merger

Surviving Entity

Name: ZYWAVE, INC.
Org ID: Z002532
Entity Type: Business Corporation
Jurisdiction: WI

Non Surviving Entity

Name: Specific Software Solutions, LLC
Entity Type: Limited Liability Company
Jurisdiction: TN

Real Estate

| Non-Survivor Name(s) | Does the entity have a fee simple ownership interest in any Wisconsin real estate immediately prior to the merger? |
|----------------------------------|--|
| Specific Software Solutions, LLC | No |

Plan of Merger

Plan Of Merger

Entity Ownership

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.

Method Of Approval

The plan of merger 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.

Drafter:

This document was drafted by: Patricia Falb

Delayed Effective Date

Not Declared

TRADEMARK
REEL: 005240 FRAME: 0605

Signature

Signature: James M. Emling
Title: President & COO

Endorsement

Received Date: 12/2/2011 10:29:59 AM
Filed Date: 12/5/2011
Filing Fee: \$150.00
Expedite Fee: \$25.00
Total Fee: \$175.00
Comments:

Articles of Merger, merging an unlicensed fgn llc into ZYWAVE, INC. (Chap. 180)(a WI domestic corporation)(survivor) Effective Date: December 2, 2011. OOS# 201112022801037 \$150.00 & \$25.00 Exp

AGREEMENT AND PLAN OF MERGER
OF
SPECIFIC SOFTWARE SOLUTIONS, LLC
(a Tennessee limited liability company)
AND
ZYWAVE, INC.
(a Wisconsin corporation)

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is made and entered into this 30th day of November, 2011, by and between Specific Software Solutions, LLC, a Tennessee limited liability company, and Zywave, Inc., a Wisconsin corporation.

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The names of the business entities proposing to merge are Specific Software Solutions, LLC, a Tennessee limited liability company (the "Company") and Zywave, Inc., a Wisconsin corporation (the "Surviving Entity").
2. The Plan of Merger provides for the merger of the Company with and into the Surviving Entity upon the provisions of this Plan of Merger and pursuant to Chapter 180 of the Wisconsin Statutes and the Tennessee Revised Limited Liability Company Act.
3. The Company shall merge with and into the Surviving Entity, and the Surviving Entity shall exist by virtue and under the laws of the State of Wisconsin. The corporate identity, existence, purpose, powers, franchises, rights and immunities of the Surviving Entity shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purpose, powers, franchises, rights and immunities of the Company shall be merged with and into the Surviving Entity, and the Surviving Entity shall be fully vested therewith. The separate existence of the Company, except insofar as it may be continued by reason of Tennessee law, shall cease upon this Plan of Merger becoming effective and thereupon the Company and the Surviving Entity shall become a single entity.
4. At the Effective Time (as hereinafter defined), the Surviving Entity shall succeed to and have all of the rights, privileges, immunities and franchises of the Company and the Surviving Entity shall be subject to all of the restrictions, liabilities and duties of the Company, and all property, real, personal and mixed, intellectual property and rights relating thereto, and all debts due to the Company on whatever account shall be vested in the Surviving Entity; and all property, rights, privileges, powers, franchises and each and every other interests shall be thereafter as effectively the property of the Surviving Entity as they were of the Company.
5. The Merger shall become effective upon the receipt of the Articles of Merger by the Wisconsin Department of Financial Institutions (the "Effective Time").

6. At the Effective Time and by virtue of the merger and without any action on the part of the Company or the Surviving Entity or the sole member of the Company, all of the limited liability company membership interests in the Company issued and outstanding prior to the merger, all of which are owned by Zywave, Inc., shall be deemed to be cancelled and shall cease to exist.

7. At the Effective Time, the Articles of Incorporation of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Entity.

8. At the Effective Time, the Bylaws of the Surviving Entity, as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity.

9. At the Effective Time, the Board of Directors of the Surviving Entity immediately prior to the Effective Time shall be the Board of Directors of the Surviving Entity, to hold office in accordance with applicable law and the Bylaws of the Surviving Entity.

10. At the Effective Time, the officers of the Surviving Entity immediately prior to the Effective Time shall be the officers of the Surviving Entity, to hold office in accordance with applicable law and the Bylaws of the Surviving Entity.

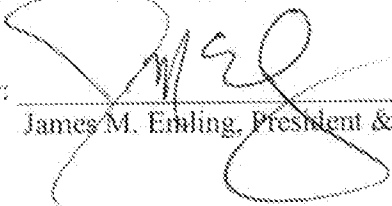
11. Notwithstanding anything contained herein to the contrary, this Plan of Merger may be terminated and abandoned by the sole member of the Company or the Board of Directors of the Surviving Entity at any time prior to the filing of the Articles of Merger with the Department of Financial Institutions of the State of Wisconsin and the Certificate of Merger with the Tennessee Secretary of State, if the sole member of the Company or the Board of Directors of the Surviving Entity should decide that it would not be in the best interest of the Surviving Entity or the Company.

12. If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of the Company, the proper officers of the Surviving Entity shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper, in the name and on behalf of the Company, if necessary or advisable, to vest such property or rights in the Surviving Entity, and otherwise to carryout the purposes of this Plan of Merger.

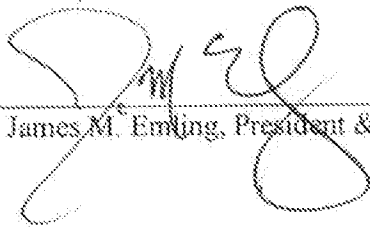
IN WITNESS WHEREOF, the Company and the Surviving Entity have executed this Agreement and Plan of Merger on the day, month and year first above written.

SPECIFIC SOFTWARE SOLUTIONS, LLC

By: Zywave, Inc., its sole member

By: 
James M. Embling, President & COO

ZYWAVE, INC.

By: 
James M. Embling, President & COO