

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D+H USA HOLDINGS CORPORATION	FORMERLY MORTGAGEBOT LLC	01/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	D+H USA CORPORATION		
Street Address:	605 Crescent Executive Court, Suite 600		
Internal Address:	Attn: Legal Dept.		
City:	Lake Mary		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2319852	MORTGAGEBOT	
Registration Number:	2634446	MORTGAGEBOT POWERSITE	
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>			
Phone:	503-796-5115		
Email:	trademarks@dh.com		
Correspondent Name:	Ember Kauth		
Address Line 1:	400 SW Sixth Avenue, Suite 200		
Address Line 2:	Attn: Legal Dept.		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	2 MORTGAGEBOT ASSIGNMENTS		
NAME OF SUBMITTER:	Ember Kauth		
SIGNATURE:	/Ember Kauth/		
DATE SIGNED:	03/20/2014		
Total Attachments: 17			

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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 AGREEMENT OF MERGER, WHICH MERGES: "MORTGAGEBOT LLC", A WISCONSIN LIMITED LIABILITY COMPANY, WITH AND INTO "D+H USA HOLDINGS CORPORATION" UNDER THE NAME OF "D+H USA HOLDINGS CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2013, AT 5:04 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2014, AT 12:01 O'CLOCK A.M.

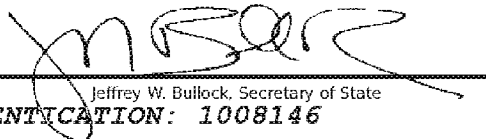
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4023077 8100M

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1008146

DATE: 12-23-13

TRADEMARK
REEL: 005192 FRAME: 0601

TRADEMARK
REEL: 005240 FRAME: 0972

CERTIFICATE OF MERGER
OF
MORTGAGEBOT LLC
WITH AND INTO
D+H USA HOLDINGS CORPORATION

The undersigned hereby certifies to the following facts relating to the merger (the "Merger") of Mortgagebot LLC, a Wisconsin limited liability company (the "Terminating Limited Liability Company"), with and into D+H USA Holdings Corporation, a Delaware corporation (the "Surviving Corporation");

FIRST: The constituent business entities participating in the Merger herein certified are as follows:

<u>Name</u>	<u>State of Organization</u>
Mortgagebot LLC	Wisconsin
D+H USA Holdings Corporation	Delaware

SECOND: An Agreement and Plan of Merger, dated as of December 20, 2013 (the "Agreement"), and attached hereto as Exhibit A, has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the provisions of Sections 264 of the General Corporation Law of the State of Delaware and Chapter 183, Section 1202 of the Wisconsin Statutes;

THIRD: The name of the Surviving Corporation following the Merger shall be "D+H USA Holdings Corporation";

FOURTH: The Certificate of Incorporation of D+H USA Holdings Corporation shall be the Certificate of Incorporation of the Surviving Corporation;

FIFTH: The Merger shall become effective at 12:01 a.m. Eastern Standard Time on January 1, 2014;

SIXTH: An executed copy of the Agreement is on file at the principal place of business of the Surviving Corporation at 400 S.W. Sixth Ave., Suite 200, Portland, Oregon, 97204; and

SEVENTH: A copy of the Agreement shall be furnished by the Surviving Corporation, on request and without cost, to any stockholder or member, as applicable, of either of the constituent entities.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Merger this 20th day of December, 2013.

D+H USA HOLDINGS CORPORATION

By: William Neville
Name: William Neville
Its: President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is entered into this 20th day of December, 2013 (this "Agreement"), by and between Mortgagebot LLC, a Wisconsin limited liability company (the "Terminating Limited Liability Company"), and D+H USA Holdings Corporation, a Delaware corporation (the "Surviving Corporation").

RECITALS

A. The Surviving Corporation is the sole member of the Terminating Limited Liability Company.

B. The sole member of the Terminating Limited Liability Company (the "Terminating Member") and the Board of Directors and the sole shareholder of the Surviving Corporation (the "Surviving Directors and Shareholder") have determined that it is in the best interests of their respective entities and their respective member and shareholder, as applicable, to consummate the business combination transaction provided for herein in which, pursuant to Section 264 of the Delaware General Corporation Law (the "DGCL") and Chapter 183, Section 1201 of the Wisconsin Statutes (the "Wisconsin LLC Act"), the Terminating Limited Liability Company will merge with and into the Surviving Corporation (the "Merger"), and the Surviving Corporation will survive the Merger on the terms, and subject to the conditions, of this Agreement.

C. The Terminating Member, having been duly advised of the terms and conditions of the Merger, has approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the Wisconsin LLC Act and the limited liability company agreement of the Terminating Limited Liability Company.

D. The Surviving Directors and Shareholder have approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the DGCL and the bylaws of the Surviving corporation.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Limited Liability Company and the Surviving Corporation each agree as follows.

ARTICLE I

THE MERGER; RELATED TRANSACTIONS

1.1 EFFECTIVE DATE. The Merger will be effective at 12:01 a.m. Eastern Standard Time on January 1, 2014. The obligations of the parties to consummate the Merger are subject to the condition that no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger. Subject to the foregoing, the Surviving Corporation shall file a Certificate of Merger with the Secretary of State of Delaware and Articles of Merger with the Wisconsin Department of Financial Institutions as soon as practicable upon the execution and delivery of this Agreement by each of the parties

hereto. The date on which the Merger shall become effective shall be referred to herein as the "Effective Date" and the time at which the Merger is effective is the "Effective Time".

1.2 MERGER. On the Effective Date pursuant to Section 264 of the DGCL and Chapter 183, Section 1201 of the Wisconsin LLC Act:

(a) the Terminating Limited Liability Company will merge with and into the Surviving Corporation, and the Surviving Corporation will continue as the surviving domestic corporation;

(b) the separate existence of the Terminating Limited Liability Company will cease and its certificate of formation shall be cancelled, and the Surviving Corporation, without other transfer or action, will succeed to all of the rights and property of the Terminating Limited Liability Company, and will assume all of the debts and liabilities of the Terminating Limited Liability Company;

(c) the directors and officers of the Surviving Corporation immediately prior to the Effective Date shall continue as directors and officers of the Surviving Corporation following the Merger; and

(d) from and after the Effective Time, the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Terminating Limited Liability Company, all as provided under the DGCL.

1.3 EFFECT ON MEMBERSHIP INTERESTS.

(a) At the Effective Time, each membership interest of the Terminating Limited Liability Company issued and outstanding immediately prior to the Effective Date will be cancelled without consideration and retired and will cease to exist.

(b) Any holder of a certificate representing any such cancelled and retired membership interests of the Terminating Limited Liability Company, or each person listed on the transfer books of the Terminating Limited Liability Company as owning any membership interests, will cease to have any rights with respect to such cancelled and retired membership interests.

1.4 ARTICLES OF INCORPORATION AND BYLAWS. The articles of incorporation of the Surviving Corporation in effect at the Effective Date will be the articles of incorporation of the Surviving Corporation following the Merger until changed or amended as provided therein or by applicable law. The bylaws of the Surviving Corporation in effect at the Effective Time will be the bylaws of the Surviving Corporation following the Merger until changed or amended as provided therein or by applicable law.

ARTICLE 2

MISCELLANEOUS

2.1 AMENDMENT; WAIVER. At any time before the Effective Time, the Terminating Limited Liability Company and the Surviving Corporation, to the extent permitted by the DGCL and the Wisconsin LLC Act, may amend, modify or supplement any provision of this Agreement solely by written agreement to which each is a party.

2.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, and any purported assignment without such consent shall be void and of no effect.

2.3 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.4 PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

2.6 BEST EFFORTS. Subject to the terms and conditions of this Agreement, the Terminating Limited Liability Company and the Surviving Corporation will use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

2.7 FURTHER ASSURANCES. At and after the Effective Time, the Surviving Directors and Shareholder will be authorized to execute and deliver, in the name and on behalf of the Terminating Limited Liability Company, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Terminating Limited Liability Company, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Terminating Limited Liability Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

[signature page follows]

IN WITNESS WHEREOF, each of undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, as of the date set forth above.

MORTGAGEBOT LLC

By: *William Neville*
Name: William Neville
Title: President

D+H USA HOLDINGS CORPORATION

By: *William Neville*
Name: William Neville
Title: President

[Signature Page to Agreement and Plan of Merger]

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Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503)986-2200
www.filinginoregon.com

D+H USA CORPORATION
605 CRESCENT EXECUTIVE CT
SUITE 600 ATTN LEGAL DEPT
LAKE MARY FL 32746

Acknowledgement Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

Document	Filed On	Effective Date		
ARTICLES OF MERGER	12/20/2013	01/01/2014		
Name of Survivor	Reg. No.	Type	Juris	
HARLAND FINANCIAL SOLUTIONS, INC.	127019-18	DOM BUS CORP	OR	
Survivor New Name				
D+H USA CORPORATION				
Name(s) of Non Survivor(s)	Reg. No.	Type	Juris	
COMPUSHARE, INC.			CA	
D+H USA HOLDINGS CORPORATION			DE	

JAIWED
ACK_M-S
12/20/2013

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ARTICLES OF MERGER

FILED

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OREGON SECRETARY OF STATE

ARTICLE 1
Merging Business Entities

The merging business entities are Harland Financial Solutions, Inc., an Oregon corporation, Compushare, Inc., a California corporation, and D+H USA Holdings Corporation, a Delaware corporation.

ARTICLE 2
Surviving Business Entity

The surviving business entity is Harland Financial Solutions, Inc., an Oregon corporation.

ARTICLE 3
Plan of Merger

The plan of merger is attached as Exhibit A.

ARTICLE 4
Approval

4.1 **Surviving Business Entity.** The plan of merger was approved by the shareholders of Harland Financial Solutions, Inc as follows:

Designation of Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Total Number of Votes Cast For	Total Number of Votes Cast Against
Common	101	101	101	0

4.2 **Nonsurviving Business Entities.**

(a) The plan of merger was approved by the shareholders of Compushare, Inc. as follows:

Designation of Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Total Number of Votes Cast For	Total Number of Votes Cast Against
Common	1,026,079	1,026,079	1,026,079	0

(b) The plan of merger was approved by the shareholders of D+H USA Holdings Corporation as follows:

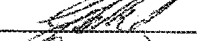
Designation of Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Total Number of Votes Cast For	Total Number of Votes Cast Against
Common	3,500	3,500	3,500	0

ARTICLE 5
Effective time and date

These articles of merger will become effective at 12:02 a.m. Eastern Standard Time on January 1, 2014.

Dated: December 20, 2013

HARLAND FINANCIAL SOLUTIONS, INC.,
an Oregon corporation

By: 
Name: Gerard Sabino
Title: Chief Executive Officer

Person to contact about this filing: JoDee Keegan
Daytime phone number: 503-417-5472

EXHIBIT A
Plan of Merger

(See attached)

1 - EXHIBIT A: PLAN OF MERGER

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PLAN OF MERGER

This Plan of Merger sets forth the terms and conditions under which Compushare, Inc., a California corporation ("Compushare"), and D+H USA Holdings Corporation, a Delaware corporation ("D+H USA HC"), will merge with and into Harland Financial Solutions, Inc., an Oregon corporation ("Surviving Corporation").

Section 1. DEFINITIONS

"Effective Date" means January 1, 2014.

"Effective Time" means the effective time of the merger which is 12:02 a.m. Eastern Standard Time on the Effective Date.

"Nonsurviving Corporations" means D+H USA HC and Compushare.

"Parent Corporation" means D+H USA Inc., a Delaware corporation.

Section 2. MERGING CORPORATIONS

The merging corporations will be:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
Harland Financial Solutions, Inc.	Oregon	Corporation
Compushare, Inc.	California	Corporation
D+H USA Holdings Corporation	Delaware	Corporation

Section 3. SURVIVING CORPORATION

The surviving corporation will be Harland Financial Solutions, Inc., an Oregon corporation.

Section 4. MATERIAL TERMS AND CONDITIONS

4.1 Merger. At the Effective Time, Compushare and D+H USA HC will merge with and into Surviving Corporation, and the separate existence of both Compushare and D+H USA HC will cease.

4.2 Articles of Incorporation. The articles of incorporation of Surviving Corporation before the Effective Time, as amended by the amendments set forth on Schedule 4.2, will continue to be the articles of incorporation of Surviving Corporation after the Effective Time. At the Effective Time, the name of the Surviving Corporation shall be changed to D+H USA Corporation, as set forth in the attached Amended and Restated Articles of Incorporation.

4.3 Bylaws. The bylaws of Surviving Corporation before the Effective Time will continue to be the bylaws of Surviving Corporation after the Effective Time.

4.4 Directors. The directors of Surviving Corporation before the Effective Time will continue to be the directors of Surviving Corporation after the Effective Time.

4.5 Officers. The officers of Surviving Corporation before the Effective Time will continue to be the officers of Surviving Corporation after the Effective Time.

Section 5. CONVERSION OF SHARES

5.1 Compushare Conversion and Cancellation. As of the Effective Time, one million twenty-six thousand seventy-nine (1,026,079) shares of common stock of Compushare will be converted into three (3) shares of common stock of Surviving Corporation.

5.2 D+H USA HC Conversion and Cancellation. As of the Effective Time, three thousand five hundred (3,500) shares of common stock of D+H USA HC will be converted into thirty (30) shares of common stock of Surviving Corporation.

5.3 No Fractional Shares. No fractional shares will result from the merger.

Section 6. ABANDONMENT

At any time before the Effective Time, this Plan of Merger may be abandoned by the board of directors of Surviving Corporation.

[Signature page follows]

Dated: December 20, 2013

SURVIVING CORPORATION:

Harland Financial Solutions, Inc.,
an Oregon corporation

By: [Signature]
Name: Gerard Schmid
Title: Chief Executive Officer

NONSURVIVING CORPORATIONS:

Compushare, Inc.,
a California corporation

By: [Signature]
Name: Gerard Schmid
Title: Executive Vice President

D+H USA Holdings Corporation,
a Delaware corporation

By: [Signature]
Name: William Neville
Title: President

SCHEDULE 4.2

Articles of Incorporation

The Articles of Incorporation of Harland Financial Solutions, Inc. are hereby amended and restated in their entirety as follows:

(See attached Amended and Restated Articles of Incorporation)

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
D+H USA CORPORATION**

Pursuant to ORS 60.451, these Amended and Restated Articles of Incorporation supersede the existing Restated Articles of Incorporation of Harland Financial Solutions, Inc. (the "**Corporation**")

**ARTICLE I
Name**

The name of the Corporation is D+H USA Corporation, and its duration shall be perpetual.

**ARTICLE II
Authorized Shares**

The aggregate number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock with no par value.

**ARTICLE III
Liability**

A director shall have no personal liability to the Corporation or its stockholders for monetary damages for conduct as a director except for:

1. Any breach of the director's duty of loyalty to the Corporation or its stockholders;
2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
3. Any unlawful distribution under Oregon law;
4. Any transaction from which the director derived an improper personal benefit; and
5. Any act or omission occurring prior to the date that this Article becomes effective.

**ARTICLE IV
Indemnification**

1. **Indemnification.** The Corporation will indemnify an individual made a party to a proceeding because the individual is or was a director or officer of the Corporation against liability incurred in the proceeding to the fullest extent permitted by law.

2. **Advance for Expenses.** The Corporation will pay for or reimburse the reasonable expenses incurred by a director or officer of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding to the fullest extent permitted by law