

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	03/28/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MorganFranklin		03/28/2014	CORPORATION: MARYLAND
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
MorganFranklin Consulting, LLC	03/28/2014	LIMITED LIABILITY COMPANY: DELAWARE	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	MorganFranklin Consulting, LLC		
Street Address:	1753 Pinnacle Drive		
Internal Address:	Suite 1200		
City:	Mclean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85313200	MORGANFRANKLIN	
Serial Number:	78798369	SURPASSING EXPECTATIONS	
Serial Number:	77506593	CORE CONFIDENCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	eric.reicin@morganfranklin.com		
Correspondent Name:	Eric D. Reicin, General Counsel		
Address Line 1:	1753 Pinnacle Drive		
Address Line 2:	Suite 1200		
Address Line 4:	Mclean, VIRGINIA 22102		
NAME OF SUBMITTER:	Eric D. Reicin		

OP \$90.00 85313200

SIGNATURE:	/eric reicin/
DATE SIGNED:	05/23/2014
Total Attachments: 10 source=MORGANFRANKLIN CORPORATION DE - CERTIFICATE OF MERGER#page1.tif source=MORGANFRANKLIN CORPORATION DE - CERTIFICATE OF MERGER#page2.tif source=MORGANFRANKLIN CORPORATION DE - CERTIFICATE OF MERGER#page3.tif source=01_D1_Written Consent of Board of MorganFranklin Corporation#page1.tif source=01_D1_Written Consent of Board of MorganFranklin Corporation#page2.tif source=01_D1_Written Consent of Board of MorganFranklin Corporation#page3.tif source=01_D1_Written Consent of Board of MorganFranklin Corporation#page4.tif source=01_D1_Written Consent of Board of MorganFranklin Corporation#page5.tif source=01_D1_Written Consent of Board of MorganFranklin Corporation#page6.tif source=01_D1_Written Consent of Board of MorganFranklin Corporation#page7.tif	

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:

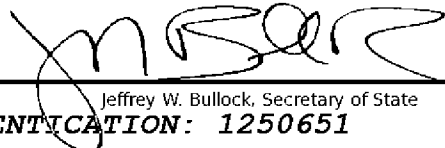
"MORGANFRANKLIN CORPORATION", A MARYLAND CORPORATION, WITH AND INTO "MORGANFRANKLIN CONSULTING, LLC" UNDER THE NAME OF "MORGANFRANKLIN CONSULTING, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2014, AT 1:38 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2014, AT 11:59 O'CLOCK P.M.

5500487 8100M

140398367




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1250651

DATE: 03-28-14

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

TRADEMARK
REEL: 005285 FRAME: 0842

CERTIFICATE OF MERGER

OF

MORGANFRANKLIN CORPORATION

(a Maryland corporation)

WITH AND INTO

MORGANFRANKLIN CONSULTING, LLC

(a Delaware limited liability company)

Under Title 6, Section 18-209 of the Delaware Limited Liability Company Act

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "Act"), the undersigned limited liability company, MorganFranklin Consulting, LLC, a Delaware limited liability company (the "Company"), does hereby certify to the following information relating to the merger (the "Merger") of MorganFranklin Corporation, a Maryland corporation, with and into the Company.

FIRST: The name and state of formation of each of the constituent entities in the Merger are as follows:

<u>Name</u>	<u>State of Formation</u>
MorganFranklin Consulting, LLC	Delaware
MorganFranklin Corporation	Maryland

SECOND: An Agreement and Plan of Merger has been approved, adopted and executed by each of the constituent entities.

THIRD: The surviving entity in the Merger is MorganFranklin Consulting, LLC.

FOURTH: The certificate of formation of the surviving entity shall be the certificate of formation of MorganFranklin, LLC as in force and effect at the effective time of the merger, without amendment or change.

FIFTH: The Merger shall be effective on March 28, 2014 at 11:59 p.m., Eastern Time.

SIXTH: An executed copy of the Agreement and Plan of Merger relating to the Merger is on file at the following principal office of the surviving entity:

MorganFranklin Consulting, LLC
1753 Pinnacle Road, Suite 1200
McLean, Virginia 22102

SEVENTH: A copy of the Agreement and Plan of Merger relating to the Merger shall be furnished by the surviving entity, on request and without cost, to any member of either of the constituent entities.

IN WITNESS WHEREOF, the surviving entity has caused this Certificate of Merger to be signed by the sole member, this 25th of March, 2014.

MorganFranklin Consulting, LLC

By: 3R Holdings, Inc., its sole member

By: 

Name: Robert Franklin

Title: President

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
MORGANFRANKLIN CORPORATION**

March 25, 2014

The undersigned, being all the members of the Board of Directors (the “*Board*”) of MorganFranklin Corporation, a Maryland corporation (the “*Company*”), hereby waive notice of the time and place of a special meeting of the Board and consent to, authorize and adopt the following resolutions pursuant to Section 2-408 of the Maryland General Corporation Law and Section 2.8 of the Company’s Bylaws:

MERGER AGREEMENT

WHEREAS, the Company proposes to enter into an Agreement and Plan of Merger (the “*Merger Agreement*”), substantially in the form attached hereto as Exhibit A, by and between the Company and MorganFranklin Consulting, LLC, a Delaware limited liability company (“*MorganFranklin Consulting*”), pursuant to which the Company will merge with and into the MorganFranklin Consulting upon the terms and provisions set forth in the Merger Agreement (the “*Merger*”); and

WHEREAS, the Board has determined that the terms and provisions of the Merger Agreement, substantially in the form attached hereto as Exhibit A, and the transactions contemplated thereby, are, taken together, on terms that are fair to, advisable and in the best interests of the Company and the sole stockholder of the Company (the “*Sole Stockholder*”), and the Board desires to approve the Merger on substantially the terms and provisions set forth in the Merger Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Merger and the form, terms and provisions of the Merger Agreement, substantially in the form attached hereto as Exhibit A, and any other agreements, certificates and instruments related thereto, and the transactions contemplated thereby, be, and they hereby are, authorized, approved and adopted in all respects;

RESOLVED FURTHER, that the Board hereby recommends that the Merger Agreement and the transactions contemplated thereby be, and they hereby are, authorized, approved and adopted by the Sole Stockholder;

RESOLVED FURTHER, that each of the Company’s Chief Executive Officer, Vice President, General Counsel and Chief Financial Officer (each, an “*Authorized Officer*” and collectively, the “*Authorized Officers*”) be, and each of them hereby is, authorized and directed to submit the Merger Agreement for consideration and approval by the Sole Stockholder;

RESOLVED FURTHER, that if the Merger Agreement and the transactions contemplated thereby are approved by the Sole Stockholder, the Authorized Officers be, and each of them hereby is, authorized and directed to execute and deliver, in the name and on behalf of the Company, the Merger Agreement and any other agreements, certificates and instruments related thereto, with such amendments thereto or modifications thereof as the officer executing the same shall approve, the execution thereof by such officer to be conclusive evidence of such approval;

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized and empowered to prepare, execute and file such governmental filings as may be necessary or required by law in connection with the Merger, including, but not limited to, the filing of articles of merger with the Secretary of State of Maryland; and

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized and empowered to execute and deliver, in the name and on behalf of the Company, any and all such other agreements, certificates, instruments and documents, to pay such fees and taxes, to give such notices, to make such filings, to obtain such governmental and third-party consents, and to take such actions in the name and on behalf of the Company as such Authorized Officers may deem necessary or appropriate to effectuate the purposes and intentions of the foregoing resolutions, and the approval thereof shall be conclusively evidenced by the taking of such action.

GENERAL AUTHORIZING RESOLUTIONS

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, directed and empowered for and on behalf of the Company, and in its name, to prepare, execute, deliver and/or file any applications, certificates, agreements, or any other instruments or documents or amendments or supplements thereto, and to incur all fees and to pay all expenses which such Authorized Officer may deem necessary or appropriate to enable the Company to carry out the obligations of the Company under, and to effect the transactions contemplated by, each of the foregoing resolutions, and to do and to cause to be done any and all other acts and things as such Authorized Officer may in his discretion deem necessary or appropriate to carry out the purposes of the foregoing resolutions, the preparation, execution, delivery and/or filing of such documents, agreements and instruments or the doing or causing to be done of such other acts and things, to be conclusive evidence of such due authorization by the Company;

RESOLVED FURTHER, that any and all acts taken and any and all agreements or other instruments executed on behalf of the Company by any Authorized Officer or Authorized Officers prior to the execution hereof with regard to foregoing resolutions be, and they hereby are, ratified, confirmed, and approved; and

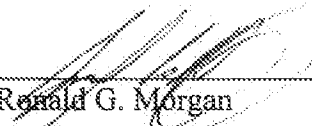
RESOLVED FURTHER, that this Unanimous Written Consent of the Board of Directors shall be filed in the minute book of the Company.

[Signature Page Follows]

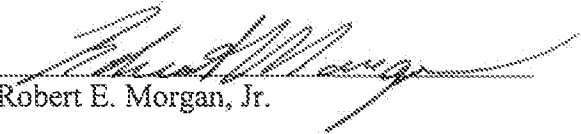
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the date first set forth above.



Robert Franklin



Ronald G. Morgan



Robert E. Morgan, Jr.

EXHIBIT A

MERGER AGREEMENT

[See attached]

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Merger Agreement”), is made as of March 25, 2014, by and between MorganFranklin Corporation, a Maryland corporation (“MFC”), and MorganFranklin Consulting, LLC, a Delaware limited liability company (“MorganFranklin Consulting” and, together with MFC, the “Constituent Companies”).

RECITALS

WHEREAS, each of (i) the board of directors and the sole stockholder of MFC, and (ii) the sole member of MorganFranklin Consulting, have deemed it advisable to merge MFC with and into MorganFranklin Consulting, with MorganFranklin Consulting remaining as the surviving entity (the “Merger”), under the terms and conditions of this Merger Agreement and the applicable provisions of the Maryland General Corporation Law (the “MGCL”) and the Delaware Limited Liability Company Act (the “DLLCA”); and

WHEREAS, each of (i) the board of directors and the sole stockholder of MFC, and (ii) the sole member of MorganFranklin Consulting, have authorized, approved and adopted this Merger Agreement, and the transactions contemplated hereby, pursuant to applicable law and each Constituent Company’s governing documents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Merger. At the Effective Time (as defined below), and in accordance with the terms of this Merger Agreement, the MGCL and the DLLCA, MFC shall be merged with and into MorganFranklin Consulting and the separate existence of MFC shall thereupon cease. MorganFranklin Consulting shall be the surviving company in the Merger (the “Surviving Company”) and the separate existence of MorganFranklin Consulting, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

2. Effective Time of Merger. The Merger shall become effective on March 28, 2014, at 11:59 p.m., Eastern Time (such date and time, the “Effective Time”).

3. Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Merger Agreement and the applicable provisions of the MGCL and the DLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the properties, assets, rights, privileges, immunities, powers and franchises of MFC shall vest in MorganFranklin Consulting, and all debts, liabilities, duties and obligations of MFC shall become the debts, liabilities, duties and obligations of MorganFranklin Consulting and may be enforced against MorganFranklin Consulting to same extent as if said debts, liabilities, duties and obligations had been incurred or contracted by it.

4. Certificate of Formation; Limited Liability Company Agreement. At the Effective Time, the certificate of formation and the limited liability company agreement of MorganFranklin Consulting as in force and effect as of the Effective Time shall be the certificate of formation and the limited liability company agreement of the Surviving Company until amended in accordance in with the terms thereof and the DLLCA.

5. Officers. The persons who were the officers of MFC immediately prior to the Effective Time shall be the officers of the Surviving Company.

6. Treatment of Outstanding Securities. At the Effective Time, all issued and outstanding shares of capital stock of MFC shall be automatically cancelled without consideration and the holder thereof shall surrender the certificate (if any) evidencing such interests to the Surviving Company. The membership interests of MorganFranklin Consulting shall not be converted or exchanged in any manner but, at the Effective Time, shall continue to represent membership interests of the Surviving Company.

7. Further Actions. Subject to the terms and conditions hereof, each of the parties hereto agrees to: (a) execute, acknowledge, deliver and perform any and all other agreements, instruments, certificates and documents, including without limitation, the Certificate of Merger and the articles of merger required pursuant to the MGCL, (b) pay such fees and taxes, (c) give such notices, (d) make such filings, (e) obtain such governmental and third-party consents, and (f) take such actions, in each case, as are necessary or advisable to consummate the Merger or otherwise effectuate any of the provisions of this Merger Agreement.

8. Termination or Abandonment. This Merger Agreement and the Merger may be terminated or abandoned by either Constituent Company at any time prior to the Effective Time.

9. Miscellaneous.

(a) Entire Agreement. This Merger Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

(b) Binding Effect and Benefits; No Third-Party Beneficiaries. This Merger Agreement shall bind and inure to the benefit of Constituent Companies and their respective successors-in-interest. Nothing in this Merger Agreement shall confer any rights or remedies on any person or entity other than the Constituent Companies and their respective successors-in-interest.

(c) Waiver; Amendment. Except to the extent prohibited by applicable law, any of the terms and conditions of this Merger Agreement may be waived at any time by the party entitled to the benefits thereof. Except as is otherwise required by applicable law, this Merger Agreement may be amended or otherwise modified

by the parties hereto at any time by execution of an instrument in writing signed by MFC and MorganFranklin Consulting.

- (d) Headings. The headings in this Merger Agreement are for reference only and shall not affect the interpretation of this Merger Agreement.
- (e) Severability. If any term or provision of this Merger Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Merger Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (f) Governing Law. This Merger Agreement shall be governed by and interpreted and construed in accordance with the internal laws of the State of Delaware (without reference to principles of conflicts or choice of law).
- (g) Counterparts; Delivery by Facsimile. This Merger Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page.

[Signature page follows]