

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	03/18/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Logicworks Corporation		03/18/2011	CORPORATION: NEW YORK

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Logicworks Systems Corporation	03/21/2011	CORPORATION: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Logicworks Systems Corporation
Street Address:	155 Avenue of the Americas, Fifth Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3553030	LOGICWORKS
Registration Number:	3559945	LOGICWORKS
Registration Number:	3660318	LOGICWORKS
Registration Number:	3938934	WE HOST THE HARD STUFF
Registration Number:	4026991	INFINICLOUD
Registration Number:	2728228	LOGICWORKS
Registration Number:	2712178	LOGICWORKS
Registration Number:	3530324	LOGICOPS
Serial Number:	85661144	THE CLOUD YOUR WAY: PUBLIC. PRIVATE. HYB

CORRESPONDENCE DATA

Fax Number: 7187668494

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.

Phone: (718) 246-8482

TRADEMARK

Email: jhr@jhrlegal.com
Correspondent Name: Jason H. Rosenblum
Address Line 1: 155 Water Street, Suite 618
Address Line 4: Brooklyn, NEW YORK 11201

ATTORNEY DOCKET NUMBER: 03-005

NAME OF SUBMITTER: Jason H. Rosenblum

SIGNATURE: /Jason H Rosenblum/

DATE SIGNED: 08/01/2014

Total Attachments: 6

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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: "LOGICWORKS MERGER SUB CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "LOGICWORKS SYSTEMS CORPORATION" UNDER THE NAME OF "LOGICWORKS SYSTEMS CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF MARCH, A.D. 2011, AT 2:26 O'CLOCK P.M.

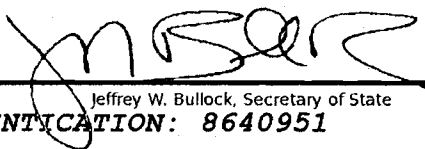
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4939687 8100M

110321536

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8640951

DATE: 03-22-11

TRADEMARK
REEL: 005335 FRAME: 0191

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated as of March 18, 2011 (this "Agreement"), is made by and among Logicworks Systems Corporation, a Delaware corporation ("Company"), Logicworks Holdings Corporation, a Delaware corporation ("Holdings"), and Logicworks Merger Sub Corporation, a Delaware corporation ("Merger Sub").

WHEREAS, Holdings is a wholly-owned subsidiary of Company, and Merger Sub is a wholly-owned subsidiary of Holdings;

WHEREAS, the Boards of Directors of Company and Merger Sub deem it advisable and in the best interests of Company and Merger Sub, respectively, that Company merge with Merger Sub, in accordance with Section 251(g) of the Delaware General Corporation Law (the "DGCL") and upon the terms and subject to the conditions of this Agreement, and have approved and adopted this Agreement; and

WHEREAS, the parties intend that the merger be treated as a reorganization described in Section 368(a) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of Section 251(g) of the DGCL, Company shall merge with Merger Sub (the "Merger"), the separate corporate existence of Merger Sub shall cease, and Company shall continue as the surviving corporation of the Merger. The corporation surviving the Merger shall be referred to herein as the "Surviving Corporation."

1.2 Filing Time; Effective Time. An executed copy of this Agreement shall be filed with the Secretary of State of the State of Delaware, which copy shall include the certification of the Secretary or Assistant Secretary of Company that this Agreement has been adopted by the Board of Directors of Company without any vote of stockholders, as provided in Section 251(g) of the DGCL, and that each of the conditions specified in the first sentence of Section 251(g) has been satisfied. The term "Effective Time" shall mean the date and time a properly executed and certified copy of this Agreement is filed with the Secretary of State of the State of Delaware.

1.3 Certain Effects of the Merger. At the Effective Time (i) Company shall merge with Merger Sub and the separate existence of Merger Sub shall cease and (ii) the Merger shall have the effects set forth in the DGCL (including, without limitation, Section 251(g)). Without limiting the generality of the foregoing, at the Effective Time, all the properties, rights, privileges, powers and franchises of Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation and By-laws.

(a) Surviving Corporation.

(i) The amended and restated certificate of incorporation of Company, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation, except for the following amendment thereto:

(A) A new article ELEVENTH shall be added, reading as follows:

"ELEVENTH: Other than the election or removal of directors of the Corporation, any act or transaction by or involving the Corporation that requires under the General Corporation Law of the State of Delaware or this Certificate of Incorporation the approval of the stockholders of the Corporation shall, pursuant to Section 251(g)(7)(i) of the General Corporation Law of the State of Delaware, require, in addition, the approval of the stockholders of Logiworks Holdings Corporation by the same vote that is required by the General Corporation Law of the State of Delaware and/or this Certificate of Incorporation."

(ii) The by-laws of Company in effect at the Effective Time shall be the by-laws of the Surviving Corporation until amended in accordance with applicable law, the certificate of incorporation of the Surviving Corporation and such by-laws.

(b) Holdings. Holdings acknowledges that its certificate of incorporation and by-laws contain, and shall contain immediately after the Effective Time, provisions identical to those in the certificate of incorporation and by-laws of Company that are in effect immediately prior to the Effective Time, except as otherwise permitted by Section 251(g).

1.5 Directors and Officers.

(a) Surviving Corporation. The directors and officers of Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and by-laws of the Surviving Corporation until their respective successors are duly elected or appointed and qualified or until such director's earlier death, resignation or removal.

(b) Holdings. The directors and officers of Company immediately prior to the Effective Time shall be the directors and officers of Holdings immediately after the Effective Time, each to hold office in accordance with the certificate of incorporation and by-laws of Holdings until their respective successors are duly elected or appointed and qualified or until such director's earlier death, resignation or removal.

**ARTICLE II
EFFECT OF MERGER ON CAPITAL
STOCK OF THE PARTIES**

2.1 Surviving Corporation. At the Effective Time, by virtue of the Merger and without any action on the part of any party or the holders of any of the following securities:

(a) Conversion of Common Stock. Each issued and outstanding share of common stock, \$0.001 par value per share, of Company ("Company Common Stock") shall be cancelled and extinguished and automatically converted into one validly issued, fully paid and nonassessable share of common stock, \$0.001 par value per share, of Holdings ("Holdings Common Stock") having the same designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, as the shares of Company Common Stock being converted. Each certificate theretofore representing any shares of Company Common Stock shall, without any action on the part of the holder thereof, be deemed to represent an equivalent number of fully paid and nonassessable shares of Holdings Common Stock.

(b) Cancellation of Treasury Stock. Each share of capital stock of Company that is owned by Company immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof and without right to consideration therefor.

2.2 Merger Sub. At the Effective Time, by virtue of the Merger and without any action on the part of any party, each issued and outstanding share of common stock, \$0.001 par value per share, of Merger Sub shall be cancelled and extinguished and automatically converted into two thousand five hundred (2,500) validly issued, fully paid and nonassessable share of common stock, \$0.001 par value per share, of Surviving Corporation.

2.3 Holdings. At the Effective Time, by virtue of the Merger and without any action on the part of any party, each share of common stock, \$0.001 par value per share, of Holdings that was issued and outstanding immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof and without rights to consideration therefor.

ARTICLE III MISCELLANEOUS

3.1 Entire Agreement. This Agreement contains the entire, final and complete agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes and replaces all written and oral agreements heretofore made or existing by and among the parties and their representatives with respect thereto.

3.2 Governing Law. This Agreement shall be governed by, and construed and enforced under, the laws of the State of Delaware, without regard to its principles of conflicts of laws.

3.3 Binding Effect. All rights, remedies and liabilities herein given to or imposed upon the parties hereto shall extend to, inure to the benefit of, and be binding upon, as the circumstances may require, the parties, and to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

3.4 Severability. If any provision of this Agreement or the application thereof to any party or circumstances is held to be invalid, illegal or unenforceable to any extent, this Agreement shall be reformed to render the Agreement valid and enforceable while reflecting to the greatest extent permissible the intent of the parties.

3.5 Amendments. This Agreement may be amended only by the written agreement of the parties.

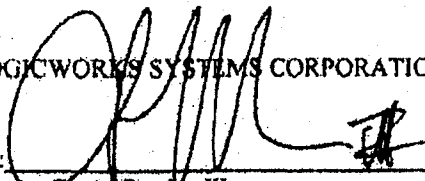
3.6 Construction. A reference to a Section shall mean a Section in this Agreement unless otherwise expressly stated. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same agreement.

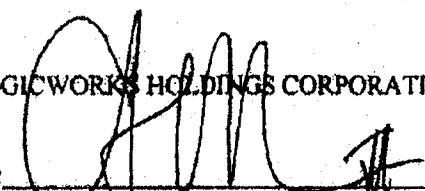
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

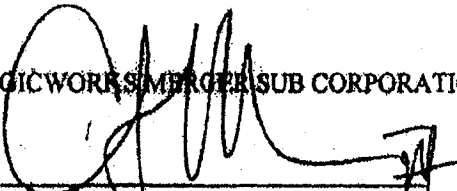
LOGICWORKS SYSTEMS CORPORATION

By: 
Name: Carter Burden III
Title: Chairman of the Board of Directors

LOGICWORKS HOLDINGS CORPORATION

By: 
Name: Carter Burden III
Title: Chairman of the Board of Directors

LOGICWORKS MERGER SUB CORPORATION

By: 
Name: Carter Burden III
Title: President, Treasurer & Secretary

SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of Logiworks Systems Corporation, hereby certifies that this Agreement has been adopted by the Board of Directors of Logicworks Systems Corporation without any vote of stockholders, as provided in Section 251(g) of the DGCL, and that each of the conditions specified in the first sentence of Section 251(g) has been satisfied.



Claudia Vos, Secretary

Signature Page to 251(g) Agreement and Plan of Merger

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