

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/20/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commercial Communications, Inc.		06/20/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	OneTouchPoint Midwest Corp.		
Street Address:	1225 Walnut Ridge Dr.		
City:	Hartland		
State/Country:	WISCONSIN		
Postal Code:	53029		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3947627	CCI	
Registration Number:	3813493	MARY MORGAN INC.	
CORRESPONDENCE DATA			
Fax Number:	2485668531		
<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>			
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn, LLP		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	221921-115601		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	08/22/2014		
Total Attachments: 7			
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JUN 20 2012

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

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



ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name: CCI Print Holding Company		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" 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)

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

Yes No

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

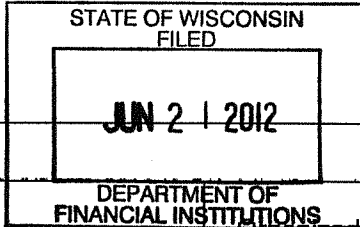
Company Name: Coakley Tech, LLC		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input checked="" 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

If yes, the surviving entity is required to file a report with the Wisconsin Department of Revenue under sec. 73.14 of the Wisconsin Statutes. (See instructions.)

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: Commercial Communications, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" 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 Wisconsin (state or country)

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

FILING FEE - \$150.00

DFI/CORP/2000(R12/06)

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 _____ (date) at _____ (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 June 20, 2012 (date) by the surviving entity on behalf of all parties to the merger.

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

For a **limited partnership**
Title: General Partner

For a **limited liability company**
Title: Member OR Manager

Peter E. Mogk
(Signature)

Peter E. Mogk
(Printed Name)

For a **corporation**
Title: President OR Secretary
or other officer title Vice President

This document was drafted by: Marie T. Zaony, Paralegal
(Name the individual who drafted the document)

AGREEMENT AND PLAN OF MERGER

**MERGING
CCI PRINT HOLDING COMPANY,
a Delaware corporation,
AND
COAKLEY TECH, LLC,
a Wisconsin limited liability company,
INTO
COMMERCIAL COMMUNICATIONS, INC.
a Wisconsin corporation**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of this 20th day of June, 2012, by and among CCI Print Holding Company, a Delaware corporation ("CCI Holding") and Coakley Tech, LLC, a Wisconsin limited liability company ("Coakley", Coakley and CCI Holding, each a "Merging Company"), each a wholly-owned subsidiary of TouchPoint Holdings, LLC ("Holdings") and Commercial Communications, Inc., a Wisconsin corporation ("CCI" or the "Surviving Company"), an indirect wholly-owned subsidiary of Holdings.

RECITALS

- A. CCI is a corporation duly organized and existing under the laws of the State of Wisconsin, with authority to issue 300,000 shares of common stock (of which 75,000 shares are classified as Class A Voting and 225,000 shares are classified as Class B Non-Voting), of which 67,683 Class A Voting and 137,175 Class B Non-Voting shares are currently issued and outstanding.
- B. CCI Holding is a corporation duly organized and existing under the laws of the State of Delaware, with authority to issue 1,000 shares of common stock, of which 1,000 shares are currently issued and outstanding.
- C. Coakley is a limited liability company duly organized and existing under the laws of the State of Wisconsin, with authority to issue 1,000 membership units, of which 1,000 units are currently issued and outstanding.
- D. The sole shareholder and board of directors of CCI, the sole shareholder and board of directors of CCI Holding and the sole member and managers of Coakley have, by resolution, unanimously approved this Agreement, and declared it advisable and in the best interests of their respective companies that CCI Holding and Coakley merge with and into CCI, which shall be the surviving company, in the manner and upon the terms and conditions hereinafter set forth and with the effect provided by and pursuant to the applicable provisions of Delaware and Wisconsin law, which laws permit the merger herein contemplated.

THEREFORE, it is agreed as follows:

FIRST: At the Effective Time (as defined in Article Eighth), each Merging Company shall be merged with and into CCI (the "Merger"), which shall be the surviving company.

SECOND: The separate existence of each Merging Company shall cease at the Effective Time and the existence of the Surviving Company shall continue unaffected and unimpaired by the merger with all of the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under Wisconsin law.

THIRD: The Articles of Incorporation of CCI, as amended and in full force and effect immediately prior to the Effective Time, shall be amended as of the Effective Time as set forth below and shall thereafter be the Articles of Incorporation of the Surviving Company, until the same shall be altered or amended as therein provided or as provided by law:

Article 1 of the Articles of Incorporation is amended to read in its entirety as follows:

"Article 1. The name of the corporation is OneTouchPoint Midwest Corp."

FOURTH: The Bylaws of CCI shall be the Bylaws of the Surviving Company, in full force and effect at the Effective Time, until the same shall be altered or amended as therein provided or as provided by law.

FIFTH: The officers and directors of CCI in office at the Effective Time shall constitute the officers and directors of the Surviving Company for the terms elected or appointed and qualified. Should a vacancy exist at the Effective Time on the Board of Directors of the Surviving Company or in any office of the Surviving Company, such vacancy may be filled in the manner provided by the Bylaws of the Surviving Company.

SIXTH: All of the issued and outstanding shares of CCI Holding and membership units of Coakley shall, at the Effective Time, by virtue of the merger and without any action on the part of the holder of such shares and units, be cancelled and cease to exist. The shares of CCI at the Effective Time shall continue, without impairment or alteration, as issued and outstanding shares of the Surviving Company.

SEVENTH: The street address of the principal place of business of the Surviving Company is 1225 Walnut Ridge Dr., Hartland, Wisconsin 53029.

EIGHTH: The merger shall become effective upon receipt of articles of merger by the Wisconsin Department of Financial Institutions (the "Effective Time").

NINTH: From and after the Effective Time:

1. All the rights, privileges, powers and franchises and all property, contracts, money and assets of every kind and description, including,

without limitation, patents, trademarks, trade names, licenses and registrations and the goodwill relating to any of the foregoing, of each Merging Company shall be vested in, and be held and enjoyed by, the Surviving Company without further act or deed.

2. All the estates and interests of every kind of each Merging Company, including all debts due to them on whatever account, shall be as effectively the property of the Surviving Company as they were of each Merging Company prior to the merger.
3. The title to any real estate vested by deed or otherwise in each Merging Company shall not revert or be in any way impaired by reason of the merger.
4. The outstanding shares of each Merging Company shall be converted into the right to receive the outstanding shares of CCI.
5. All rights of creditors and all liens upon any property of each Merging Company prior to the merger shall henceforth attach to the same property of the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company.

TENTH: Each Merging Company agrees, to the extent permitted by law, from time to time, as and when requested by the Surviving Company, or by its successors or assigns, to execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as the Surviving Company may deem necessary or desirable to vest in and confirm to the Surviving Company title to, and possession of, any property, bank accounts, assets or rights of each Merging Company acquired by reason of, or as a result of, the merger herein provided for, and otherwise to carry out the intent and purposes hereof. The proper officers and directors or managers of each Merging Company immediately preceding the Effective Time, and the then current and proper officers and directors of the Surviving Company, are authorized, in the names of each Merging Company and the Surviving Company, to take any and all such actions.

ELEVENTH: Each Merging Company and the Surviving Company shall take or cause to be taken all actions, or do or cause to be done all things, necessary, proper, or advisable under the laws of Delaware and Wisconsin to consummate the merger and to make the merger effective in accordance with this Agreement.

TWELFTH: Notwithstanding anything herein to the contrary, this Agreement may be abandoned at any time prior to the Effective Time by the sole shareholder and directors of CCI Holding, or the sole member and managers of Coakley or the sole shareholder and directors of the Surviving Company, acting for any reason or for no reason. In the event of such termination and abandonment, this Agreement shall become void and have no effect without any liability on the part of either Merging Company or the Surviving Company or the shareholders, members, directors or managers of the constituent entities. The sole shareholder and directors of CCI

Holding, the sole member and managers of Coakley and the sole shareholder and directors of the Surviving Company may make amendments or changes to this Agreement at any time prior to the Effective Time.

Fee simple ownership interest Yes No (for DFI use only)
ARTICLES OF MERGER

Marie T. Zacny, Paralegal
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226

L J

▲ Enter your return address within the bracket above.
Phone number during the day: (313) 465 - 7234

INSTRUCTIONS (Ref. Sec.179.77, 180.11045, 180.1105, 181.1105, and 183.1204, Wis. Stats. for document content)

Submit one original and one exact copy along with the required filing fee of \$150.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under sec. 179.14(1g)(c), 180.0103(16), 181.0103(23) or 183.0107(1g)(c).

Mailing Address: Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	Physical Address for Express Mail: Department of Financial Institutions Division of Corporate & Consumer Services 345 W. Washington Ave – 3 rd Fl. Madison WI 53703	Phone: 608-261-7577 FAX: 608-267-6813 TTY: 608-266-8818
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NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

1. Enter the company name, type of entity, and state of organization of each non-surviving party to the merger. Definitions of foreign entity types are set forth in ss. 179.01(4), 180.0103(9), 181.0103(13) and 183.0102(8), Wis. Stats. Select yes or no to indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate. See sec. 73.14 and 77.25, Wis. Stats., or contact the Wisconsin Department of Revenue at (608)266-1594 for questions regarding fee simple ownership interest and the filing requirements with that department.
2. Enter the company name, type of entity, and state of organization of the surviving entity.
3. Indicate whether or not the surviving entity is a Domestic or Foreign Corporation that is an indirect wholly owned subsidiary or parent. See sec. 180.11045(1)(b), Wis. Stats. for definition.
4. This Article states the manner in which the Plan of Merger was approved. If the surviving entity is a domestic or foreign nonstock corporation, complete the CONTINGENCY STATEMENT. Append or attach the Plan of Merger. A Plan of Merger template is available on pages 3 & 4. Its use is optional.
5. (Optional) If the merger is to take effect at a time other than the close of business on the day the articles of merger are delivered to the department for filing, state the effective date or date and time. An effective date may not be earlier than the date the document is delivered to the Department of Financial Institutions, nor a date more than 90 days after its delivery.
6. Enter the date of execution and the name and title of the person signing the document. If, for example, the surviving entity is a domestic limited liability company, the Articles of Merger would be signed by a Member or Manager of the limited liability company; if the surviving entity is a corporation, by an officer of the corporation, etc.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.