

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315281

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	05/30/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CPO COMMERCE TARGET, LLC		05/30/2014	LIMITED LIABILITY COMPANY: ILLINOIS
CPO COMMERCE, INC.		05/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CPO COMMERCE, LLC		
<b>Street Address:</b>	One Parkway North Boulevard		
<b>City:</b>	Deerfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3638023	CPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mail@iphorgan.net		
<b>Correspondent Name:</b>	IpHorgan Ltd.		
<b>Address Line 1:</b>	195 Arlington Heights Rd. Suite #125		
<b>Address Line 4:</b>	Buffalo Grove, ILLINOIS 60089		
<b>ATTORNEY DOCKET NUMBER:</b>	UST 0519 US		
<b>NAME OF SUBMITTER:</b>	Angela Kalsi, Attorney of record, IL Bar		
<b>SIGNATURE:</b>	/Angela Kalsi/		
<b>DATE SIGNED:</b>	08/27/2014		
<b>Total Attachments: 6</b>			
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Form **LLC-37.25**  
May 2012

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
Limited Liability Company Act  
**Articles of Merger**

~~QUERIES~~

Type or print clearly.

Filing Fee: \$ 3100.00  
(Filing fee \$100 plus \$50 each entity more than two)

Approved: JL

FILE # 04781023

The space for use by Secretary of State.

**FILED**

MAY 30 2014

JESSE WHITE  
SECRETARY OF STATE

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>CPO COMMERCE TARGET, LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>May 23, 2014</u>	<u>04781023</u>
<u>CPO COMMERCE, INC</u>	<u>Corporation</u>	<u>Delaware</u>		

2. A copy of the plan as approved must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: CPO COMMERCE, LLC
- b. Address of Surviving Entity: One Parkway North Boulevard, Deerfield, Illinois 60015
- c. File Number (if any): 04781023
- d. Jurisdiction: Illinois

4. Effective date of merger: (check one)
- a.  the filing date, or
- b.  a later date, but not more than 30 days subsequent to the filing date: \_\_\_\_\_  
Month, Day, Year

5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:

The name of the surviving Limited Liability Company shall be "CPO Commerce, LLC".

LLC-37.25

If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

6. The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated May 30, 2014  
Month & Day Year

1. Paul C. Phlips  
Signature

Paul C. Phlips, Manager  
Name and Title (type or print)

CFO Commerce Trust, LLC  
Name if a Corporation or other Entity

2. Paul C. Phlips  
Signature

Paul C. Phlips, Director  
Name and Title (type or print)

CFO Commerce, Inc.  
Name if a Corporation or other Entity

3. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (type or print)

\_\_\_\_\_  
Name if a Corporation or other Entity

4. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (type or print)

\_\_\_\_\_  
Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated May 30, 2014, by and between CPO COMMERCE, INC., a Delaware corporation (the "Merged Company"), and CPO COMMERCE TARGET, LLC, an Illinois limited liability company (the "Survivor").

WHEREAS, the Merged Company was formed, as a Delaware corporation, on August 28, 2003 with the Delaware Secretary of State;

WHEREAS, the Merged Company has authorized 1,000 shares of Common Stock, all of which shares are issued and outstanding (the "Merged Company Stock");

WHEREAS, the Survivor was formed, as an Illinois limited liability company, on May 23, 2014 with the Illinois Secretary of State;

WHEREAS, United Stationers Supply Co., an Illinois corporation ("USSCO"), owns all of the issued and outstanding Merged Company Stock;

WHEREAS, USSCO owns all of the membership interests of the Survivor;

WHEREAS, P. Cody Phipps and Richard D. Phillips are the managers of the Survivor;  
and

WHEREAS, the parties desire to merge the Merged Company with and into the Survivor such that each share of Merged Company Stock issued and outstanding immediately prior to the Effective Time (as defined below) and all rights in respect thereof, shall be exchanged in full for all of the membership interests in the Survivor on such terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Section 2 below) the Merged Company shall be merged with and into the Survivor, and the Survivor shall be the surviving limited liability company. The name of the surviving limited liability company shall be "CPO Commerce, LLC". The merger of the Merged Company with and into the Survivor shall hereinafter be referred to as the "Merger". The street address of the Survivor shall be 1 Parkway North Boulevard, Deerfield, Illinois 60015.

2. Effective Time. The effective date of the Merger shall be May 30, 2014 (the "Effective Time").

3. Effect of the Merger. At the Effective Time, the separate existence of the Merged Company shall cease; the Survivor shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, and franchises, both of a public and private nature, of each of the parties to the Merger; and all property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to the Merged Company Stock or membership

interests in the Survivor, and all choses in action, and all and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and the title to any real estate, or any interests therein, vested in either of the parties to the Merger shall not revert or be in any way impaired by reason of the Merger. At the Effective Time the Survivor shall become responsible and liable for all of the liabilities and obligations of each of the parties to the Merger, and neither the rights of creditors nor any liens upon the property of either of the parties shall be impaired by the Merger.

4. Disposition of Merged Company Stock. At the Effective Time, each share of Merged Company Stock issued and outstanding immediately prior to the Effective Time and all rights in respect thereof, shall be exchanged in full for all of the membership interests in the Survivor, the paid in capital of the Merged Company shall be eliminated, and its existence shall cease.

5. Articles of Organization, Members, and Officers. At the Effective Time the name of the Survivor shall be changed to "CPO Commerce, LLC", and the Articles of Organization of the Survivor shall be so amended, otherwise said Articles are to remain in effect until thereafter amended in accordance with Illinois law; and the directors and officers of Merged Company shall become the managers and officers, respectively, of the Survivor until their successors are duly elected and qualified in accordance with Illinois law.

6. Service of Process. The Survivor hereby agrees to be served with process in Illinois in any proceeding for enforcement of any obligation of any constituent corporation or business entity of Illinois, as well as for enforcement of any obligation of the Survivor or resulting corporation or business entity arising from the merger or consolidation, including any suit or other proceeding to enforce the right of any shareholder/member pursuant to the provisions of the Illinois Business Corporation Act or the Illinois Limited Liability Company Act, and shall irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings and shall specify the address to which a copy of any process shall be mailed by the Secretary of State.

7. Termination. This Agreement may be terminated, and the Merger abandoned, at any time prior to the Effective Time by the consent of the shareholders and directors of the Merged Company and the consent of the sole member and the manager of the Survivor.

8. Approval. This Agreement and Plan of Merger has been approved: (i) by the sole shareholder and all of the directors of the Merged Company; and (ii) by the sole member and all of the managers of the Survivor, pursuant to the Delaware General Corporation Law, Illinois Business Corporation Act and the Illinois Limited Liability Company Act.

9. Further Assurances. From time to time after the Effective Time, as and when required by the Survivor or by its successors and assigns, the last acting appropriate officer of the Merged Company shall execute and deliver such deeds and other instruments, and there shall be taken or caused to be taken by it, such further and other actions as shall be necessary or appropriate in order to vest or perfect, or to confirm or record or otherwise, in the Survivor title to and possession of all property, interests, assets, rights, privileges, immunities, powers,

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franchises, and authority of the Merged Company and otherwise to carry out the purposes of this Agreement, and the manager(s) of the Survivor is fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

*Signature Page Follows*

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed by the parties hereto on the date first above written.

CPO COMMERCE, INC.,  
A Delaware corporation

CPO COMMERCE TARGET, LLC,  
An Illinois limited liability company

By: Paul C. Phipps  
Name:  
Title:

By: Paul C. Phipps  
Name:  
Title:

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