

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/08/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHTLINE COMPLIANCE, LLC		10/08/2012	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	GLOBAL COMPLIANCE SERVICES, INC.		
Street Address:	13950 Ballantyne Corporate Place		
Internal Address:	Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3662286	BRIGHTLINE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38123-183		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	11/19/2014		
Total Attachments: 8			
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ARTICLES OF MERGER
 OF
 BRIGHTLINE COMPLIANCE, LLC; 50496309
 ETHICAL LEADERSHIP GROUP, LLC; AND non dom
 SW ACQUISITION CO., LLC non dom
 WITH AND INTO
 GLOBAL COMPLIANCE SERVICES, INC. non dom

Pursuant to Section 13.1-1072 of the Virginia Limited Liability Company Act, the undersigned entities submit these Articles of Merger for filing and certify as follows:

FIRST: Attached hereto as Exhibit A is the Agreement and Plan of Merger, dated as of October 8, 2012 (the "*Merger Agreement*"), by and among Global Compliance Services, Inc., Brightline Compliance, LLC, Ethical Leadership Group, LLC, and SW Acquisition Co., LLC.

SECOND: The name of the surviving corporation of the merger is Global Compliance Services, Inc., a Delaware corporation, with its principal office located at 13950 Ballantyne Corporate Place, Suite 300, Charlotte, North Carolina 28277.

THIRD: The Merger Agreement was adopted by Brightline Compliance, LLC, a Virginia limited liability company, in accordance with Section 13.1-1071 of the Virginia Limited Liability Company Act.

FOURTH: The merger is permitted by the General Corporation Law of the State of Delaware and the Delaware Limited Liability Company Act, and Global Compliance Services, Inc., a Delaware corporation, Ethical Leadership Group, LLC, a Delaware limited liability company, and SW Acquisition Co., LLC, a Delaware limited liability company, have each complied with the General Corporation Law of the State of Delaware and with the Delaware Limited Liability Company Act, respectively, in effecting the merger.

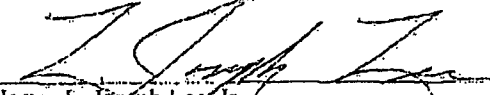
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IN WITNESS WHEREOF, said surviving corporation has caused these Articles of Merger to be duly executed on this 8th day of October, 2012.

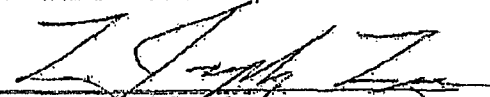
GLOBAL COMPLIANCE SERVICES, INC.

By:


Name: L. Joseph Lee, Jr.
Title: Vice President - Authorized person

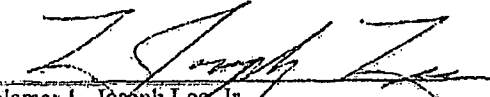
BRIGHTLINE COMPLIANCE, LLC

By:


Name: L. Joseph Lee, Jr.
Title: Vice President - authorized person

ETHICAL LEADERSHIP GROUP, LLC

By:


Name: L. Joseph Lee, Jr.
Title: Vice President - authorized person

\$W ACQUISITION CO., LLC

By:

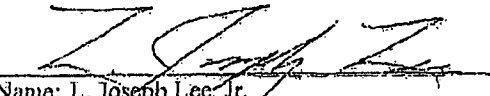

Name: L. Joseph Lee, Jr.
Title: Vice President - authorized person

EXHIBIT A

Agreement and Plan of Merger

[attached]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 8, 2012 (this "*Agreement*"), is made and entered into by and among Global Compliance Services, Inc., a Delaware corporation ("*GCS*"), Brightline Compliance, LLC, a Virginia limited liability company ("*Brightline*"), Ethical Leadership Group, LLC, a Delaware limited liability company ("*ELG*"), and SW Acquisition Co., LLC., a Delaware limited liability company ("*SW*"). GCS, Brightline, ELG and SW are sometimes referred to in this Agreement collectively as the "*Constituent Entities*".

RECITALS

A. The authorized capital stock of GCS consists of 1,000 shares of common stock, par value \$0.01 per share ("*GCS Stock*"), of which 100 shares are issued and outstanding, all of which shares of GCS Stock are owned by NAVEX Global Holding Company, a Delaware corporation (" *Holding*").

B. GCS is the sole member and owns all of the membership interests of Brightline ("*Brightline Interests*").

C. GCS is the sole member and owns all of the limited liability company interests of ELG ("*ELG Interests*").

D. GCS is the sole member and owns all of the limited liability company interests of SW ("*SW Interests*").

E. The Board of Directors of GCS has approved and adopted this Agreement, and the sole stockholder of GCS has approved this Agreement, and, in each case, have deemed it advisable that each of Brightline, ELG and SW be merged with and into GCS under and pursuant to the General Corporation Law of the State of Delaware (the "*DGCL*"), the Delaware Limited Liability Company Act (the "*DLLCA*"), the Virginia Limited Liability Company Act (the "*VLLCA*") and upon the terms and conditions set forth in this Agreement.

F. The sole member of each of Brightline, ELG and SW has approved and adopted this Agreement and, in each case, has deemed it advisable that each of Brightline, ELG and SW be merged with and into GCS under and pursuant to the DGCL, the DLLCA, the VLLCA and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants, provisions and agreements contained in this Agreement, and for other good and valuable consideration had and received, the Constituent Entities, intending to be legally bound, hereby agree as follows:

ARTICLE I: THE MERGER

1.1 **Merger; The Surviving Corporation.** At the Effective Time (as defined below) and in accordance with the terms and conditions set forth in this Agreement, the DGCL, the DLLCA and the VLLCA, each of Brightline, ELG and SW will be merged with and into GCS (the "*Merger*"). At the Effective Time, the separate organizational existence of each of Brightline, ELG and SW will cease, and GCS will continue its existence as the surviving corporation under and be governed by the DGCL (GCS after the Merger being referred to as, the "*Surviving Corporation*").

1.2 **Certificate of Merger and Articles of Merger.** The Constituent Entities will file, or cause to be filed: (a) a certificate of merger complying with the requirements of Section 264 of the DGCL and Section 18-209 of the DLLCA (the "*Delaware Certificate*") with the Secretary of State of the State of

Delaware; (b) articles of merger complying with the requirements of Section 13.1-1072 of the VLLCA (the "*Virginia Articles*") with the Secretary of the Commonwealth of the Commonwealth of Virginia; and (c) all other filings or recordings required by applicable law in connection with the Merger.

1.3 **Effective Time.** The Merger will become effective as of the close of business on the date of the filing of the Delaware Certificate with the Secretary of State of the State of Delaware and the Virginia Articles with the Secretary of the Commonwealth of the Commonwealth of Virginia (the "*Effective Time*").

ARTICLE II: THE SURVIVING CORPORATION

2.1 **Certificate of Incorporation.** At the Effective Time and without any further action on the part of the Constituent Entities, the certificate of incorporation of GCS will be the certificate of incorporation of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and the DGCL.

2.2 **Bylaws.** At the Effective Time and without any further action on the part of the Constituent Entities, the bylaws of GCS, as in effect immediately prior to the Effective Time, will be the bylaws of the Surviving Corporation, until altered, amended or repealed in accordance with the provisions of the certificate of incorporation of the Surviving Corporation, such bylaws, and the DGCL.

2.3 **Directors and Officers.** The directors and officers of GCS in office immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation from and after the Effective Time until their respective resignation, death or removal, or until their respective successors are duly elected or appointed.

2.4 **Registered Agent.** The designated registered agent for service of process for GCS immediately prior to the Effective Time will be the registered agent for service of process for the Surviving Corporation.

ARTICLE III: EFFECTS OF THE MERGER

3.1 **Effects.** At the Effective Time, the effects of the Merger will be as provided in this Agreement and in the applicable provisions of the DGCL, the DLLCA and the VLLCA.

3.2 **Stock of the Surviving Corporation.** From and after the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or any holder of GCS Stock, Brightline Interests, ELG Interests, or SW Interests:

(a) The authorized number and par value of shares of the capital stock of GCS immediately prior to the Effective Time will be the authorized number and par value of shares of the capital stock of the Surviving Corporation.

(b) The issued and outstanding number of shares of capital stock of GCS immediately prior to the Effective Time will be the issued and outstanding number of shares of capital stock of the Surviving Corporation and all of such shares will continue to be owned by Holding.

3.3 **Membership Interests of Brightline and Limited Liability Company Interests of ELG and SW.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or any holder of GCS Stock, Brightline Interests, ELG Interests, or SW Interests, each membership or limited liability company interest of Brightline, ELG, and SW that is outstanding

immediately prior to the Effective Time will be cancelled and extinguished and will cease to exist and no payment will be made with respect thereto, and any certificates representing such membership or limited liability company interests will be surrendered.

ARTICLE IV: MISCELLANEOUS

4.1 **Termination.** This Agreement may be terminated and the Merger abandoned by appropriate action by the Board of Directors of GCS and the respective sole members of Brightline, ELG and SW at any time prior to the Effective Time.

4.2 **Further Action by Brightline, ELG and SW.** If, after the Effective Time, the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of Brightline, ELG, or SW, respectively, or otherwise to carry out the provisions of this Agreement, then the officers of Brightline, ELG, or SW, respectively, last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the officers of Brightline, ELG, or SW, respectively, last in office are not able or available to execute such documentation or perform such acts, then the directors and officers of the Surviving Corporation shall be authorized to act on behalf of Brightline, ELG, or SW, respectively.

4.3 **Captions, Counterparts, and Signatures.** The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy, facsimile or other electronic transmission (including in Adobe PDF format) of any signature necessary to authorize, adopt or execute this Agreement or any other document necessary to effect the Merger shall be treated for all purposes as an original signature.

4.4 **Copies.** This Agreement will be on file at an office of the Surviving Corporation located at 13950 Ballantyne Corporate Place, Suite 300, Charlotte, North Carolina 28277. A copy of this Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder or member of any Constituent Entity.


4.5 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or is to be construed to confer upon or give to any person or entity, other than the Constituent Entities or their respective successors and assigns, any rights, remedies, obligations or liabilities under, or by reason of, this Agreement.

4.6 **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware without regard to principles of conflicts of laws.

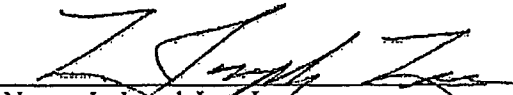
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IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement to be duly executed as of the date first written above.

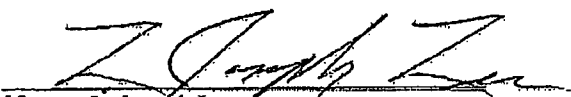
GLOBAL COMPLIANCE SERVICES, INC.

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

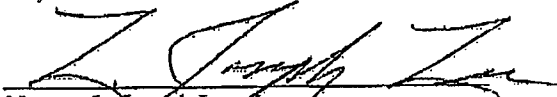
BRIGHTLINE COMPLIANCE, LLC

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

ETHICAL LEADERSHIP GROUP, LLC

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

SW ACQUISITION CO., LLC

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, OCTOBER 9, 2012

1210030245

The State Corporation Commission finds the accompanying articles submitted on behalf of

GLOBAL COMPLIANCE SERVICES, INC. (A DE CORP NOT QUALIFIED
IN VA)

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

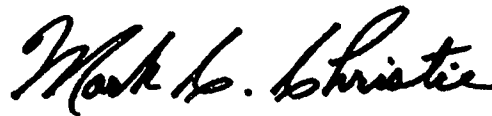
be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective October 9, 2012. Each of the following:

Brightline Compliance, LLC
ETHICAL LEADERSHIP GROUP, LLC (A DE LC NOT
QUALIFIED IN VA)
SW ACQUISITION CO., LLC (A DE LC NOT QUALIFIED IN
VA)

is merged into GLOBAL COMPLIANCE SERVICES, INC. (A DE CORP NOT QUALIFIED IN
VA), which continues to exist under the laws of DELAWARE with the name GLOBAL
COMPLIANCE SERVICES, INC. (A DE CORP NOT QUALIFIED IN VA), and the separate
existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



Mark C. Christie
Commissioner

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