

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Convey Compliance Systems, Inc.		05/15/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Convey Compliance Systems, LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>Internal Address:</b>	Corporation Trust Center		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4497777	TAXPORT COMPASS	
<b>Registration Number:</b>	3017457	CONVEY	
<b>Registration Number:</b>	3017460	1099CONVEY	
<b>Registration Number:</b>	3019900	TAXPORT	
<b>Registration Number:</b>	3577842	CONVEY	
<b>Registration Number:</b>	4111499	TAXPORT A/P	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>Phone:</b>	612.336.4602		
<b>Email:</b>	mmartinez@merchantgould.com		
<b>Correspondent Name:</b>	Andrew Ehard		
<b>Address Line 1:</b>	PO BOX 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	40476.0011US01		
<b>NAME OF SUBMITTER:</b>	Andrew S. Ehard		
<b>SIGNATURE:</b>	/Andrew S. Ehard/		

OP \$165.00 4497777

<b>DATE SIGNED:</b>	02/02/2015
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**Total Attachments: 9**

- source=Convey LLC - Certificate of Formation#page1.tif
- source=Convey LLC - Certificate of Formation#page2.tif
- source=Convey LLC - LLC Agreement#page1.tif
- source=Convey LLC - LLC Agreement#page2.tif
- source=Convey LLC - LLC Agreement#page3.tif
- source=Convey LLC - LLC Agreement#page4.tif
- source=Convey LLC - EIN Confirmation#page1.tif
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- source=Convey LLC - EIN Confirmation#page3.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 FORMATION OF "CONVEY COMPLIANCE SYSTEMS, LLC", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF MAY, A.D. 2014, AT 1:19 O'CLOCK P.M.

5535029 8100

140646549



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1378739

DATE: 05-16-14

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

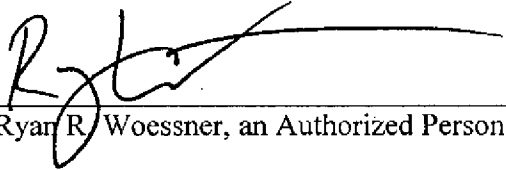
TRADEMARK  
REEL: 005451 FRAME: 0239

STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION

This Certificate of Formation is being duly executed and filed by Ryan R. Woessner, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et. seq.*).

1. The name of this limited liability company is: **Convey Compliance Systems, LLC.**
2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 16<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
Ryan R. Woessner, an Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
CONVEY COMPLIANCE SYSTEMS, LLC**

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), of Convey Compliance Systems, LLC (the "Company"), is entered into as of May 15, 2014, by Convey Compliance Systems, Inc. as the member of the Company (the "Member"). By execution of this Agreement, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*), as amended from time to time (the "Act"), and, intending that this Agreement constitute a limited liability company agreement within the meaning of the Act, hereby agrees as follows:

1. **Name.** The name of the limited liability company formed hereby is Convey Compliance Systems, LLC.

2. **Organization.** Ryan R. Woessner, Esq., as an authorized person, will execute, deliver and file the Certificate of Formation with the Delaware Secretary of State. The Company's Member will execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. **Purpose.** The Company is being formed for the object and purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4. **Powers.** In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company will have all of the powers specifically granted by the Act and all other powers necessary or convenient to its business and purposes.

5. **Principal Business Office.** The principal business office of the Company will be located at such location as may hereafter be determined by the Company's Member.

6. **Registered Office; Registered Agent.** The Company's registered office and registered agent in Delaware will be The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, Delaware 19801. At any time, the Company's Member may designate another registered office or registered agent.

7. **Member.** The name and the mailing address of the Member is Convey Compliance Systems, Inc., 9800 Bren Road East, Suite 300, Minnetonka, Minnesota 55343.

8. **Limited Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

9. **Admission of Members; Capital Contributions.** The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement.

10. **Additional Contributions.** The Member is not required to make any additional capital contributions to the Company. However, the Member may make additional capital contributions to the Company.

11. **Allocation of Profits and Losses.** The Company's profits and losses will be allocated to the Member.

12. **Distributions.** Distributions will be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company will not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

13. **Management.** In accordance with the Act, management of the Company will be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member shall have the authority to bind the Company.

14. **Delegation of Authority.** The Member will have the authority to delegate to any person all or any of its powers pursuant to this Agreement. Any delegation pursuant to this Section 14 may be revoked at any time by the Member.

15. **Other Business.** The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company will not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

16. **Assignments.** The Member may assign in whole or in part its limited liability company interest by written consent. If the Member transfers all or any part of its interest in the Company pursuant to this Section 16, each transferee will be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section 16, such admission will be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferring Member will cease to be a member of the Company.

17. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

18. **Dissolution.**

(a) The Company will dissolve and its affairs will be wound up upon the first to occur of the following: (i) the affirmative vote or written consent of the Company's members holding two-thirds of the membership interests in the Company, (ii) if the membership of the last or sole member terminates and the legal representative of that last or sole member does not cause the Company to admit at least one member within 180 days after the termination, (iii) the entry of a judicial decree of dissolution under Section 18-802 of the Act, (iv) a merger in which the Company is not the surviving organization, or (v) when terminated by the Delaware Secretary of State.

(b) In the event of dissolution, the Company will be wound up and terminated in accordance with the Act.

19. **Separability of Provisions.** Each provision of this Agreement will be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality

will not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

20. **Entire Agreement.** This Agreement constitutes the entire agreement of the Member and the Company with respect to the subject matter hereof.

21. **Amendments.** Any amendment to this Agreement will be adopted and be effective as an amendment hereto if it is approved by the Member.

22. **Governing Law.** This Agreement will be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

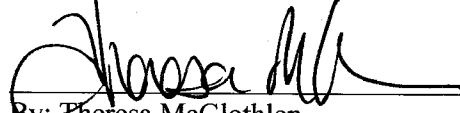
\* \* \*

*[Signature follows]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement to be effective as of the date first stated above.

**MEMBER:**

**Convey Compliance Systems, Inc.**

A handwritten signature in black ink, appearing to read 'Theresa McGlothlen', is written over a horizontal line.

By: Theresa McGlothlen  
Its: Chief Financial Officer