

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Willbros Engineers, LLC		06/12/2015	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Wink Engineering, LLC		
Street Address:	400 Convention Street, 10th Floor		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70802		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3550647	WINK	
Registration Number:	3550648		
Registration Number:	3561558	WINK	
Registration Number:	3573136	WINK	
Registration Number:	3580983	WINK	
CORRESPONDENCE DATA			
Fax Number:	5045853801		
<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:	504-585-3803		
Email:	areaux@carverdarden.com		
Correspondent Name:	Raymond G. Areaux (33,643)		
Address Line 1:	1100 Poydras Street, Suite 3100		
Address Line 4:	New Orleans, LOUISIANA 70163		
ATTORNEY DOCKET NUMBER:	2516.19009		
NAME OF SUBMITTER:	Theodore S. Owers III		
SIGNATURE:	/Theodore S. Owers III/		
DATE SIGNED:	06/16/2015		

OP \$140.00 3550647

Total Attachments: 7

source=Amended and Restated Articles of Org for Willbros Engineers#page1.tif

source=Amended and Restated Articles of Org for Willbros Engineers#page2.tif

source=Amended and Restated Articles of Org for Willbros Engineers#page3.tif

source=Amended and Restated Articles of Org for Willbros Engineers#page4.tif

source=Amended and Restated Articles of Org for Willbros Engineers#page5.tif

source=Amended and Restated Articles of Org for Willbros Engineers#page6.tif

source=Amended and Restated Articles of Org for Willbros Engineers#page7.tif

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION OF
WILLBROS ENGINEERS, LLC
(changing the name to WINK Engineering, L.L.C.)**

The undersigned sole member of the Company, acting pursuant to La. R.S. 12:1301, et seq., adopts the following Amended and Restated Articles of Organization of Wink Engineering, L.L.C.:

1. Name

The name of this limited liability company is hereby changed from Willbros Engineers, LLC, and it will hereafter be Wink Engineering, L.L.C. (hereinafter the "Company").

2. Purpose

The purpose of the Company will be to engage in any lawful activity for which limited liability companies may be formed under the Limited Liability Company Law of Louisiana, as amended, including, but not limited to, the purchase, acquisition, holding, mortgaging, and selling of real estate and all forms of immovable property. This is not a low profit limited liability company.

3. Term

The Company will commence as of the date of its original execution of Articles of Organization and will continue in existence until the earlier to occur of the following: (a) Members owning or controlling more than fifty (50%) percent of the percentage interests or units of the Company entitled to vote, or such higher percentage as may be required by a written operating agreement, have voted to liquidate the Company, (b) entry of any decree of judicial dissolution of the Company under Louisiana Revised Statutes 12:1335, or any successor statute, or (c) ninety-nine (99) years after the date of execution of these Articles.

4. Certifying Officials

Unless and until an amendment to these Articles of Organization is filed in the office of the Louisiana Secretary of State, any person dealing with the Company may rely upon a certificate issued by Jeffrey Koonce, whose address for purposes hereof is 400 Convention Street, 10th Floor, Baton Rouge, LA 70802, to establish the membership of any Member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including, but not limited to the authority to take actions referred in La. R.S. 12:1318(B).

5. Management

The Company will be managed by its Members, but may, by resolution or written operating agreement, be delegated to one or more individuals. Certain restrictions on the authority of the Members and designated management are contained in a written operating agreement.

6. Indemnity

(a) The Company will defend, indemnify and hold harmless an individual made a party to a proceeding because he is or was a member, officer, organizer, employee, or agent of the Company against liability incurred in the proceeding, if he:

- (1) Conducted himself in good faith;
- (2) Reasonably believed that his conduct was in or at least not opposed to the Company's best interest; and
- (3) In the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) The Company will pay for or reimburse the reasonable expenses incurred by a member, officer, organizer, employee, or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding, if:

- (1) The individual furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described herein;
- (2) The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and
- (3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.

The undertaking required by this paragraph will be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) The indemnification and advance of expenses authorized herein will not be exclusive to any other rights to which any member, officer, organizer, employee or agent may be entitled under any by-law, agreement, vote of disinterested members or otherwise. These Articles of Organization will not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These Articles of Organization will be interpreted as mandating indemnification and advancement of expenses to the maximum extent permitted by law.

(d) In addition to the foregoing, the Company will indemnify and save the organizers harmless for all acts taken by them as organizers of the Company and will pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for any time expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or arising on the account enforcing the indemnification right hereunder, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

7. Voting by Members

(a) Each Member's membership interest will be represented by percentage interests or units, either of which may be subdivided into two or more classes. Except as may be provided in a written operating agreement, on any and all matters submitted to the Members for a vote, each Member will be entitled to cast one vote for each percentage point of percentage interest or unit that is entitled to vote and that is owned, controlled by, or otherwise attributed to such Member, all voting will be by percentage interests or units entitled to vote on the respective matter and not by heads, and persons who have ceased being Members or who have received an interest without being admitted as a Member will have no right to vote. Fractional votes may be cast for each fraction of a percentage interest or unit held by any Member. Additional voting restrictions are contained in a written operating agreement.

(b) These Articles may only be amended by a vote of those Members owning or otherwise controlling more than fifty percent (50%) of the percentage interests or units of the Company that are entitled to vote, or such higher percentage as may be required by a written operating agreement.

(c) Upon the death, dissolution, or judicial decree of incompetency of any Member when at least one other Member remains, the executor, heir(s), liquidator, curator, or other assignee or representative holding the deceased or dissolved Member's interest will receive all the economic interests of the former Member, with no right to vote. Upon the death, dissolution, or judicial decree of incompetency of the sole or last remaining Member, the executor, heir(s), liquidator, curator, or other assignee or representative holding the deceased or dissolved sole or last remaining Member's interest is authorized to act and vote as the sole Member.

Baton Rouge, Louisiana, this 12th day of June, 2015.

Member:

BR Engineers, LLC

By: 
JEFFREY KOONCE,
AUTHORIZED REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF BATON ROUGE

ACKNOWLEDGMENT

On this 8th day of June, 2015, before me, the undersigned Notary Public, and the undersigned witnesses, personally appeared JEFFREY KOONCE, to me known to be the person described in and who executed the foregoing Amended and Restated Articles of Organization of Willbros Engineers, LLC on behalf of its member, BR Engineers, LLC, and who acknowledged that he executed it as his free act and deed, with full authority to do so, for the uses, purposes, and consideration therein expressed.

WITNESSES:

William B. Kline
Printed Name: William B. Kline

Jeffrey Koonce
JEFFREY KOONCE

Taylor Croussillac
Printed Name: Taylor Croussillac

Ryan Q. Moon
NOTARY PUBLIC in and for the
Parish of East Baton Rouge, State of Louisiana
My Commission Expires: At Death
Printed Name of Notary Public: Ryan Q. Moon
Number Assigned Notary Public: 32602

Ryan Q. Moon
Bar Roll No. 32602
Notary Public, State of Louisiana
My Commission is for Life.

**CONSENT OF THE MEMBER
OF
WILLBROS ENGINEERS, LLC**

The undersigned, owning all of the membership interest of Willbros Engineers, LLC, a Louisiana limited liability company (the "Company"), by written consent in lieu of a meeting, does hereby take and authorize the following actions:

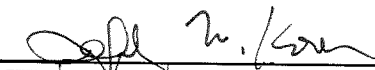
BE IT RESOLVED that the Company's name is changed from Willbros Engineers, LLC to Wink Engineering, L.L.C.

BE IT FURTHER RESOLVED that the Company hereby adopts Amended and Restated Articles of Organization, to be executed in a form acceptable to Jeffrey Koonce, in his sole discretion.

BE IT FURTHER RESOLVED that Jeffrey Koonce, as an authorized representative of the Company, is authorized to execute the Amended and Restated Articles of Organization setting forth these Amendments in accordance with La. R.S. 12:1309(B), and to take all actions on behalf of the Company that he, in his discretion, deems necessary or appropriate to accomplish these resolutions.

IN WITNESS WHEREOF, this Unanimous Consent has been executed by the members on the dates indicated below, and this action by unanimous written consent will be filed with or otherwise entered in the minutes or other appropriate records of the Company.

BR Engineers, LLC

By: 
JEFFREY KOONCE,
AUTHORIZED REPRESENTATIVE

DATE: JUNE 12, 2015

Tom Schedler
Secretary of State



NOTICE OF CHANGE OF MEMBERS AND/OR MANAGERS OF A LIMITED LIABILITY COMPANY

Enclose \$25 Filing Fee
Domestic Limited Liability Company
Make remittance payable to Secretary of State

Do Not Send Cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.sos.la.gov

Limited Liability Company Name: WINK ENGINEERING, L.L.C.

REMOVAL OF MEMBERS AND/OR MANAGERS

Notice is hereby given that the above named limited liability company authorized the removal of the following:
Only the titles indicated will be removed.

ANTHONY E. FARRIS, MANAGER

Name and Title

LORI PINDER, MANAGER

Name and Title

RALEIGH P. RICHARDS, MANAGER


Name and Title

Name and Title

EDWARD J. WIEGELE, MANAGER

Name and Title

Name and Title


To be signed by a member or manager _____ Date _____
JEFFREY KOONCE, AUTHORIZED REPRESENTATIVE

ADDITION OF MEMBERS AND/OR MANAGERS

Notice is hereby given that the above named limited liability company has authorized the addition of the following: *Only the titles indicated will be added.*

BR ENGINEERS, LLC, MEMBER - 400 CONVENTION STREET, 10TH FLOOR, BATON ROUGE, LA 70802

Name and Title

Municipal Address

Name and Title


Municipal Address

Name and Title

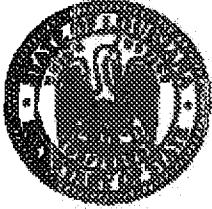
Municipal Address

Name and Title

Municipal Address


To be signed by a member or manager _____ Date _____
JEFFREY KOONCE, AUTHORIZED REPRESENTATIVE

Tom Schedler
Secretary of State



**NOTICE OF CHANGE OF REGISTERED OFFICE
AND/OR CHANGE OF REGISTERED AGENT
(R.S. 12:1308)**

Enclose \$25 Filing Fee

Domestic Limited Liability Company
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P. O. Box 94128
Baton Rouge, LA 70804-9128
Phone (225) 925-4704
Web Site: www.sos.la.gov

Limited Liability Company Name:

WINK ENGINEERING, L.L.C.

CHANGE OF LOCATION OF REGISTERED OFFICE

Notice is hereby given that the above named limited liability company has authorized a change in the location of its registered office. The new registered office is located at:

400 CONVENTION STREET, 10TH FLOOR, BATON ROUGE, LA 70802


To be signed by a member or manager _____ Date _____
JEFFREY KOONCE, AUTHORIZED REPRESENTATIVE

CHANGE OF REGISTERED AGENT(S)

Notice is hereby given that the above named limited liability company has authorized the change of its registered agent(s). The name(s) and address(es) of the new registered agent(s) is/are as follows:

JUDE C. DAVID, 1301 CAMELLIA BLVD., SUITE 400, LAFAYETTE, LA 70508


To be signed by a manager or member _____ Date _____
JEFFREY KOONCE, AUTHORIZED REPRESENTATIVE

AGENT AFFIDAVIT AND ACKNOWLEDGEMENT OF ACCEPTANCE

I hereby acknowledge and accept the appointment of registered agent(s) for and on behalf of the above named limited liability company.



JUDE C. DAVID

Registered Agent(s)

Sworn to and subscribed before me, the undersigned Notary Public, on this date: 6/12/15

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY



Notary Signature

