

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349021

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 06/25/2015 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HFN, Inc. | | 06/25/2015 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | HFN, LLC | | |
| Street Address: | Two Concourse Parkway, Suite 300 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30328 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: ILLINOIS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1379787 | HFN | |
| Registration Number: | 1392718 | HFN | |
| Registration Number: | 2302824 | COP | |
| Registration Number: | 2478085 | ROLE | |
| Registration Number: | 2655575 | ROCS | |
| 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: | Julie E. Reitz | | |
| Address Line 1: | Honigman Miller Schwartz and Cohn, LLP | | |
| Address Line 2: | 39400 Woodward Avenue, Suite 101 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304-5151 | | |
| ATTORNEY DOCKET NUMBER: | 220701-319841 | | |
| NAME OF SUBMITTER: | Julie E. Reitz | | |
| SIGNATURE: | /Julie E. Reitz/ | | |
| DATE SIGNED: | 07/23/2015 | | |

CH \$140.00 1379787

Total Attachments: 14

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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0525808-1

06/25/2015

CORPORATE CREATIONS NETWORK
350 S NORTHWEST HWY #300
PARK RIDGE, IL 60068-0000

RE HFN, LLC

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE-NAMED COMPANY HAVE BEEN
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-37.25**
 May 2012
 Secretary of State
 Department of Business Services
 Limited Liability Division
 601 S. Second St., Rm. 351
 Springfield, IL 62766
 217-524-8000
 www.cyberdrillvillinois.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

SUBMIT NO DUPLICATE
 Type or print clearly.

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

Approved: [Signature]

FILE # 05258081
 This space for use by Secretary of State.

FILED

JUN 25 2015

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>HFN, Inc.</u> | <u>Corporation</u> | <u>Illinois</u> | <u>3/21/1965</u> | <u>63784080</u> |
| <u>HFN Illinois, LLC</u> | <u>LLC</u> | <u>Illinois</u> | <u>6/24/2015</u> | <u>0525808-1</u> |

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

3. a. Name of Surviving Entity: HFN Illinois, LLC

b. Address of Surviving Entity: Two Concourse Parkway, Suite 300, Atlanta, Georgia 30328

c. File Number (if any): 0525808-1

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

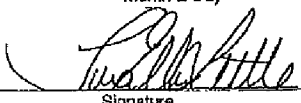
5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:
 The name of the limited liability company is "HFN, LLC".

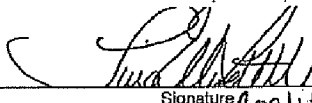
LLC-37.25

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 June 25 2015
Month & Day Year

1. 
Signature
Tina Ellex Little, President
Name and Title (type or print)
HFN, Inc.
Name if a Corporation or other Entity

2. 
Signature
Tina Ellex Little, President, Coalition America Holding Company, Inc. Member
Name and Title (type or print)
HFN Illinois, LLC
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.**

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER dated June 25, 2015 (the "Plan of Merger"), is entered into by and between HFN, Inc., an Illinois corporation ("Merging Company"), and HFN Illinois, LLC, an Illinois limited liability company ("Surviving Company").

BACKGROUND

WHEREAS, Merging Company wishes to merge with and into Surviving Company, consequent to which all properties, assets, liabilities and obligations of Merging Company, shall stand transmitted to Surviving Company;

WHEREAS, Surviving Company desires to accept the merger of Merging Company with and into Surviving Company, consequent to which Surviving Company shall acquire the properties and other assets, and assume all of the liabilities and obligations, of Merging Company, and issue consideration to the shareholders of the Merging Company; and

WHEREAS, the board of directors and shareholders of Merging Company and the sole member of Surviving Company believe it is in the best interests of Merging Company and Surviving Company to consummate the merger of Merging Company with and into Surviving Company under and pursuant to the provisions of this Plan of Merger and the Illinois Business Corporation Act and Illinois Limited Liability Company Act (collectively, the "Illinois Act").

TERMS

In consideration of the mutual agreements contained in this Plan of Merger, the parties agree on the terms as set forth below.

1. Merger. Subject to the requisite approval of the board of directors and shareholders of Merging Company and the sole member of Surviving Company, Merging Company shall be merged with and into Surviving Company (the "Merger").

2. Effective Time. The Merger shall become effective immediately upon the filing of the articles of merger with the Secretary of State of the State of Illinois in accordance with the Illinois Act (the "Effective Time").

3. Surviving Entity. Surviving Company shall be the surviving entity of the Merger (the "Surviving Entity") and shall continue as a limited liability company to be governed by the laws of the State of Illinois. The name of the Surviving Entity in the Merger herein certified shall be "HFN, LLC". At the Effective Time, the separate legal existence of Merging Company shall cease.

4. Articles of Organization. The Articles of Organization of Surviving Company as they exist at the Effective Time shall be the Articles of Organization of Surviving Entity immediately following the Effective Time, unless and until the same shall thereafter be amended or repealed in accordance with the Illinois Act; *provided, however*, that the name of the Surviving Entity in the Merger shall be amended to "HFN, LLC".

5. Operating Agreement. The Operating Agreement of Surviving Company, dated as of June 24, 2015 (the "Operating Agreement") shall be the Operating Agreement of the Surviving Entity immediately following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions of such Operating Agreement and the Illinois Act.

7. Survival of Surviving Company Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding membership interest of Surviving Company shall remain unchanged and continue to remain outstanding as a membership interest of such class or series of membership interests of the Surviving Entity, held by the person who was the holder of such membership interests immediately prior to the Merger.

8. Cancellation of Merging Company Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of capital stock of Merging Company shall be canceled and shall entitle its holder to receive the membership interests in the Surviving Entity set forth in the Operating Agreement of the Surviving Entity.

9. Transfer, Conveyance and Assumption. At the Effective Time, Surviving Company shall continue in existence as the Surviving Entity, and without further transfer, succeed to and possess all of the rights, privileges and powers of Merging Company, and all of the assets and property of whatever kind and character of Merging Company shall vest in Surviving Entity without further act or deed; thereafter, Surviving Company, as the Surviving Entity, shall be liable for all of the liabilities and obligations of Merging Company, and any claim or judgment against Merging Company may be enforced against Surviving Company, as the Surviving Entity, in accordance with Section 5/11.50 of the Illinois Act.

10. Amendment. The parties to this Plan of Merger may amend this Plan of Merger at any time prior to the Effective Time; provided that an amendment made subsequent to the approval of this Plan of Merger by the members of either party to this Plan of Merger shall not change any terms or conditions of this Plan of Merger if such change would have a materially adverse effect on the members of either party to this Plan of Merger.

11. Registered Office. The registered office of Surviving Company in the State of Illinois is located at 350 S Northwest Highway #300, Park Ridge, Illinois, 60068 and the name of the registered agent of Surviving Company at such address is Corporate Creations Network Inc. (the "Registered Agent").

12. Inspection of Plan of Merger. Executed copies of this Plan of Merger will be on file at the principal place of business of Surviving Entity at Two Concourse Pkwy NE #300, Atlanta, GA 30328. A copy of this Plan of Merger shall be furnished by Surviving Entity, on request and without cost, to any member of either Merging Company or Surviving Company.

13. Termination. This Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Time: (a) by mutual written consent of Surviving Company and Merging Company; or (b) by either Surviving Company or Merging Company if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining Surviving Company or Merging Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable. If this Plan of Merger is terminated pursuant to the preceding sentence, this Plan of Merger shall become void and of no effect with no liability on the part of either party hereto.

14. Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in Surviving Entity the title to any property or right of Merging Company, or otherwise to carry out the provisions hereof, the proper representatives of Merging Company as of immediately prior to the Effective Time shall execute and deliver any and all proper deeds, assignments, and

assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in Surviving Entity, and otherwise to carry out the provisions hereof.

15. Governing Law. This Plan of Merger shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

16. Service of Process. On and after the Effective Time, Surviving Company agrees that it may be served with process in Illinois in any proceeding for enforcement of any obligation of Merging Company or Surviving Company arising from the Merger. The Registered Agent shall be the agent of the Surviving Company to accept service of process in any such proceeding.

17. Counterparts. This Plan of Merger may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

18. Successors and Assigns. The provisions of this Plan of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Plan of Merger without the consent of the other party hereto.

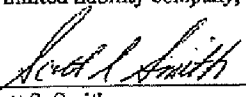
[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the parties to this Agreement, has caused this Agreement to be executed as of the date first written above.

MERGING COMPANY:

HFN, INC., an Illinois corporation

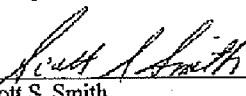
By: Coalition America Holding Company, Inc., a
Delaware limited liability company, its sole shareholder

By: 
Name: Scott S. Smith
Title: Chief Executive Officer

SURVIVING COMPANY:

HFN Illinois, LLC, an Illinois limited liability company

By: Coalition America Holding Company, Inc., a
Delaware corporation, its sole member

By: 
Name: Scott S. Smith
Title: Chief Executive Officer



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JUNE 25, 2015

5378-408-9

SERVICE PARTNERS OF INFORMATION CO.
520 S 2ND ST #2130
SPRINGFIELD, IL 62701

RE HFN, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

TRADEMARK
REEL: 005583 FRAME: 0886

FORM **BCA 11.39** (rev. Dec. 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
Business Corporation Act

FILED


JUN 25 2015

JESSE WHITE
SECRETARY OF STATE

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdrivellinois.com

Remit payment in the form of a
check or money order payable
to Secretary of State.

The filing fee is \$100, but if merger
involves more than two corporations,
submit \$50 for each additional corporation.

File # 53784089 Filing Fee: \$ 100.00 Approved: 

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

| Name of Corporation or Limited Liability Company | State or Country of Organization/Incorporation | Corporation File Number |
|--|--|-------------------------|
| <u>HFN, Inc.</u> | <u>Illinois</u> | <u>53784089</u> |
| <u>HFN Illinois, LLC</u> | <u>Illinois</u> | <u>0525808-1</u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: HFN, LLC

b. Corporation or Limited Liability Company shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:

See Plan of Merger attached hereto as Exhibit A.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

| Name of Corporation: | By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20) | By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (§11.20) | By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20. |
|----------------------|--|--|---|
| HFN, Inc. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER dated June 25, 2015 (the "Plan of Merger"), is entered into by and between HFN, Inc., an Illinois corporation ("Merging Company"), and HFN Illinois, LLC, an Illinois limited liability company ("Surviving Company").

BACKGROUND

WHEREAS, Merging Company wishes to merge with and into Surviving Company, consequent to which all properties, assets, liabilities and obligations of Merging Company, shall stand transmitted to Surviving Company;

WHEREAS, Surviving Company desires to accept the merger of Merging Company with and into Surviving Company, consequent to which Surviving Company shall acquire the properties and other assets, and assume all of the liabilities and obligations, of Merging Company, and issue consideration to the shareholders of the Merging Company; and

WHEREAS, the board of directors and shareholders of Merging Company and the sole member of Surviving Company believe it is in the best interests of Merging Company and Surviving Company to consummate the merger of Merging Company with and into Surviving Company under and pursuant to the provisions of this Plan of Merger and the Illinois Business Corporation Act and Illinois Limited Liability Company Act (collectively, the "Illinois Act").

TERMS

In consideration of the mutual agreements contained in this Plan of Merger, the parties agree on the terms as set forth below.

1. Merger. Subject to the requisite approval of the board of directors and shareholders of Merging Company and the sole member of Surviving Company, Merging Company shall be merged with and into Surviving Company (the "Merger").

2. Effective Time. The Merger shall become effective immediately upon the filing of the articles of merger with the Secretary of State of the State of Illinois in accordance with the Illinois Act (the "Effective Time").

3. Surviving Entity. Surviving Company shall be the surviving entity of the Merger (the "Surviving Entity") and shall continue as a limited liability company to be governed by the laws of the State of Illinois. The name of the Surviving Entity in the Merger herein certified shall be "HFN, LLC". At the Effective Time, the separate legal existence of Merging Company shall cease.

4. Articles of Organization. The Articles of Organization of Surviving Company as they exist at the Effective Time shall be the Articles of Organization of Surviving Entity immediately following the Effective Time, unless and until the same shall thereafter be amended or repealed in accordance with the Illinois Act; *provided, however*, that the name of the Surviving Entity in the Merger shall be amended to "HFN, LLC".

5. Operating Agreement. The Operating Agreement of Surviving Company, dated as of June 24, 2015 (the "Operating Agreement") shall be the Operating Agreement of the Surviving Entity immediately following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions of such Operating Agreement and the Illinois Act.

7. Survival of Surviving Company Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding membership interest of Surviving Company shall remain unchanged and continue to remain outstanding as a membership interest of such class or series of membership interests of the Surviving Entity, held by the person who was the holder of such membership interests immediately prior to the Merger.

8. Cancellation of Merging Company Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of capital stock of Merging Company shall be canceled and shall entitle its holder to receive the membership interests in the Surviving Entity set forth in the Operating Agreement of the Surviving Entity.

9. Transfer, Conveyance and Assumption. At the Effective Time, Surviving Company shall continue in existence as the Surviving Entity, and without further transfer, succeed to and possess all of the rights, privileges and powers of Merging Company, and all of the assets and property of whatever kind and character of Merging Company shall vest in Surviving Entity without further act or deed; thereafter, Surviving Company, as the Surviving Entity, shall be liable for all of the liabilities and obligations of Merging Company, and any claim or judgment against Merging Company may be enforced against Surviving Company, as the Surviving Entity, in accordance with Section 5/11.50 of the Illinois Act.

10. Amendment. The parties to this Plan of Merger may amend this Plan of Merger at any time prior to the Effective Time; provided that an amendment made subsequent to the approval of this Plan of Merger by the members of either party to this Plan of Merger shall not change any terms or conditions of this Plan of Merger if such change would have a materially adverse effect on the members of either party to this Plan of Merger.

11. Registered Office. The registered office of Surviving Company in the State of Illinois is located at 350 S Northwest Highway #300, Park Ridge, Illinois, 60068 and the name of the registered agent of Surviving Company at such address is Corporate Creations Network Inc. (the "Registered Agent").

12. Inspection of Plan of Merger. Executed copies of this Plan of Merger will be on file at the principal place of business of Surviving Entity at Two Concourse Pkwy NE #300, Atlanta, GA 30328. A copy of this Plan of Merger shall be furnished by Surviving Entity, on request and without cost, to any member of either Merging Company or Surviving Company.

13. Termination. This Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Time: (a) by mutual written consent of Surviving Company and Merging Company; or (b) by either Surviving Company or Merging Company if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining Surviving Company or Merging Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable. If this Plan of Merger is terminated pursuant to the preceding sentence, this Plan of Merger shall become void and of no effect with no liability on the part of either party hereto.

14. Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in Surviving Entity the title to any property or right of Merging Company, or otherwise to carry out the provisions hereof, the proper representatives of Merging Company as of immediately prior to the Effective Time shall execute and deliver any and all proper deeds, assignments, and

assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in Surviving Entity, and otherwise to carry out the provisions hereof.

15. Governing Law. This Plan of Merger shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

16. Service of Process. On and after the Effective Time, Surviving Company agrees that it may be served with process in Illinois in any proceeding for enforcement of any obligation of Merging Company or Surviving Company arising from the Merger. The Registered Agent shall be the agent of the Surviving Company to accept service of process in any such proceeding.

17. Counterparts. This Plan of Merger may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

18. Successors and Assigns. The provisions of this Plan of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Plan of Merger without the consent of the other party hereto.

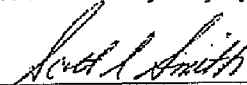
[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the parties to this Agreement, has caused this Agreement to be executed as of the date first written above.

MERGING COMPANY:

HFN, INC., an Illinois corporation

By: **Coalition America Holding Company, Inc.**, a
Delaware limited liability company, its sole shareholder

By: 

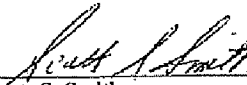
Name: Scott S. Smith

Title: Chief Executive Officer

SURVIVING COMPANY:

HFN Illinois, LLC, an Illinois limited liability company

By: **Coalition America Holding Company, Inc.**, a
Delaware corporation, its sole member

By: 

Name: Scott S. Smith

Title: Chief Executive Officer