

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	02/29/1996		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
En Pointe Technologies, Inc.		02/24/1996	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	En Pointe Technologies, Inc.		
Street Address:	2381 Rosecrans Ave		
Internal Address:	Suite 325		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74643312	EN POINTE TECHNOLOGIES	
Serial Number:	74731902		
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	PCMA1.013T		
NAME OF SUBMITTER:	Stacey R. Halpern		
SIGNATURE:	/Stacey R. Halpern/		
DATE SIGNED:	08/11/2015		
Total Attachments: 8 source=Step 1#page1.tif			

OP \$65.00 74643312

source=Step 1#page2.tif
source=Step 1#page3.tif
source=Step 1#page4.tif
source=Step 1#page5.tif
source=Step 1#page6.tif
source=Step 1#page7.tif
source=Step 1#page8.tif

**AGREEMENT AND PLAN OF MERGER
OF EN POINTE TECHNOLOGIES, INC.
A DELAWARE CORPORATION,
AND
EN POINTE TECHNOLOGIES, INC.,
A TEXAS CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated as of February 24, 1996 (this "Agreement"), is between EN POINTE TECHNOLOGIES, INC., a Delaware corporation ("EPT Delaware"), and EN POINTE TECHNOLOGIES, INC., a Texas corporation ("EPT Texas"), which corporations are sometimes referred to herein as the "Constituent Corporations."

RECITALS

- A. EPT Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital of 20,000,000 shares, 15,000,000 of which are "Common Stock," \$0.001 par value, and 5,000,000 of which are "Preferred Stock," \$0.001 par value. As of February 24, 1996, 100 shares of Common Stock were issued and outstanding, all of which were held by EPT Texas, and no shares of Preferred Stock were issued or outstanding.
- B. EPT Texas is a corporation duly organized and existing under the laws of the State of Texas and has authorized capital of 1,000,000 shares, all of which are "Common Stock," no par value. As of February 24, 1996, 16,129 shares of Common Stock were issued and outstanding.
- C. The Board of Directors of EPT Texas has determined that, for the purpose of effecting the reincorporation of EPT Texas in the State of Delaware, it is advisable and in the best interests of EPT Texas and its shareholders that EPT Texas merge with and into EPT Delaware upon the terms and conditions herein provided.
- D. The respective Boards of Directors of EPT Delaware and EPT Texas have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, EPT Delaware and EPT Texas hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I.
MERGER

1.1 *Merger.* In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Texas Business Corporation Act, EPT Texas shall be merged with and into EPT Delaware (the "Merger"), the separate existence of EPT Texas shall cease and EPT Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation", and the name of the Surviving Corporation shall be "En Pointe Technologies, Inc."

1.2 *Filing and Effectiveness.* The Merger shall become effective when the following actions have been completed:

(a) This Agreement has been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Texas Business Corporation Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law has been filed with the Secretary of State of the State of Delaware and the date and time of effectiveness thereof as stated therein shall have occurred; and

(d) Executed Articles of Merger meeting the requirements of the Texas Business Corporation Act have been filed with the Secretary of State of the State of Texas.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Time of the Merger."

II.**CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

2.1 *Certificate of Incorporation.* The Certificate of Incorporation of EPT Delaware as in effect immediately before the Effective Time of the Merger, a copy of which is attached hereto as Exhibit A, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.2 *Bylaws.* The Bylaws of EPT Delaware as in effect immediately before the Effective Time of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.3 *Directors and Officers.* The directors and officers of EPT Texas immediately before the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation until the expiration of their current terms and until their successors have been duly elected and qualified, or until their prior resignation, removal or death, subject to the Certificate of Incorporation and the Bylaws of the Surviving Corporation.

III.**MANNER OF CONVERSION OF STOCK**

3.1 *EPT Texas Common Shares.* Upon the Effective Time of the Merger, each share of EPT Texas Common Stock, no par value, issued and outstanding immediately before the Effective Time of the Merger shall by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person be converted into and exchanged for 207.7004154 fully paid and nonassessable shares of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 *Fractional Shares.* No fractional shares shall be issued upon such conversion, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share and the amount representing less than one share at the above ratio shall be paid in cash, at the rate of \$7.50 per whole share of Common Stock, the fair market value of such shares.

3.3 *EPT Delaware Common Stock.* Upon the Effective Time of the Merger, each share of Common Stock, \$0.001 par value, of EPT Delaware issued and outstanding immediately

TRADEMARK**REEL: 005597 FRAME: 0967**

before the Effective Time of the Merger shall, by virtue of the Merger and without any action by EPT Delaware, by the holder of such shares or by any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 *Exchange of Certificates.* After the Effective Time of the Merger, each holder of an outstanding certificate representing shares of EPT Texas Common Stock may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of EPT Texas Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock, as adjusted pursuant to Section 3.1 above, into which such shares of EPT Texas Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate has been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise voting and other rights with respect to and to receive dividends and other distributions upon the shares of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing shares of Common Stock of the Surviving Corporation so issued in the Merger shall bear a legend substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933; THEY HAVE BEEN ACQUIRED BY THE HOLDER FOR INVESTMENT AND MAY NOT BE PLEDGED, HYPOTHECATED, SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT AS MAY BE AUTHORIZED UNDER THE SECURITIES ACT OF 1933, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

If any certificate for shares of EPT Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Surviving Corporation any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of EPT Delaware that such tax has been paid or is not payable.

In the event that any shareholder of either of the Constituent Corporations who has complied with the requirements of Article 5.12 of the Texas Business Corporation Act shall demand payment for his shares pursuant to Article 5.12, EPT Delaware shall be obligated to pay such shareholder the fair value of the shares held by such shareholder.

IV. EFFECT OF MERGER

4.1 *Effect of the Merger.* Upon the Effective Time of the Merger, the separate existence of EPT Texas shall cease and EPT Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property, both real and personal, as constituted immediately before the Effective Time of the Merger, (ii) shall be subject to all actions previously taken by its and EPT Texas' Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property, both real and personal, of EPT Texas in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately before the Effective Time of the Merger and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of EPT Texas in the same manner as if EPT Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Texas Business Corporation Act.

4.2 *Further Assurances.* From time to time, as and when required by EPT Delaware or by its successors or assigns, there shall be executed and delivered on behalf of EPT Texas 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 appropriate or necessary in order to vest or perfect in or conform of record or otherwise by EPT Delaware the title to and possession of all the property, both real and personal, interests, assets, rights, privileges, immunities, powers, franchises and authority of EPT Texas and otherwise to carry out the purposes of this Agreement, and the officers and directors of EPT Delaware are fully authorized in the name and on behalf of EPT Texas or otherwise to take all such actions and to execute and deliver all such deeds and other instruments.

V.
GENERAL

5.1 *Covenants of EPT Delaware.* EPT Delaware covenants and agrees that it will:

(a) Qualify to do business as a foreign corporation in the State of Texas as required under the provisions of Part 8 of the Texas Business Corporation Act.

(b) File all documents with the appropriate taxing authorities in California, Colorado, New York, Oregon, Texas and Washington, necessary for the assumption by EPT Delaware of all of the franchise tax liabilities of EPT Texas.

(c) File all documents with the appropriate taxing authorities in California, Colorado, New York, Oregon, Texas and Washington, necessary for the assumption by EPT Delaware of all of the sales tax liabilities of EPT Texas.

(d) Take such other actions as may be required by the Texas Business Corporation Act.

5.2 *Deferral.* Consummation of the Merger may be deferred by the Board of Directors of EPT Texas for a reasonable period of time if the Board of Directors determines that deferral would be in the best interests of EPT Texas and its shareholders.

5.3 *Amendment.* The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the stockholders of EPT Delaware and EPT Texas, but not later than the Effective Time of the Merger; provided, however, that no such amendment, modification or supplement not adopted and approved by the stockholders of EPT Delaware and EPT Texas shall affect the rights of such stockholders or change any of the principal terms of this Agreement.

5.4 *Abandonment.* At any time before the Effective Time of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either EPT Texas or of EPT Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of EPT Texas or by the stockholders of EPT Delaware, or by both.

In the event of abandonment of this Agreement, as above provided, this Agreement shall become wholly void and of no effect, and no liability on the part of either Constituent.

TRADEMARK

REEL: 005597 FRAME: 0970

Corporation or its Board of Directors or its stockholders shall arise by virtue of such termination except as provided in Section 5.5 hereof.

5.5 *Expenses.* If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, EPT Texas shall pay all expenses incurred in connection with all the proceedings taken in respect of this Agreement or relating thereto.

5.6 *Registered Office.* The registered office of the Surviving Corporation in the State of Delaware is located at 1013 Centre Road, Wilmington, Delaware 19805, and The Prentice-Hall Corporation System, Inc. is the registered agent of the Surviving Corporation at such address.

5.7 *Agreement.* Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5245 Pacific Concourse Drive, Suite 200, Los Angeles, California 90045, and, upon request and without cost, copies thereof will be furnished to any stockholder of either Constituent Corporation.


5.8 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the Merger provisions of the Texas Business Corporation Act.

5.9 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

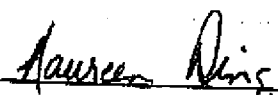
IN WITNESS WHEREOF, this Agreement having first been approved by resolutions of the Boards of Directors of EPT Delaware and EPT Texas is hereby executed on behalf of each of such two corporations and attested by their respective officers hereunto duly authorized.

EN POINTE TECHNOLOGIES, INC.,
a Delaware corporation

By: _____


Attiazaz "Bob" Din, President

ATTEST:

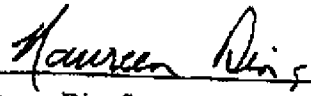

Naureen Din, Secretary

EN POINTE TECHNOLOGIES, INC.,
a Texas corporation

By: _____


Attiazaz M. Din, President

ATTEST:


Naureen Din, Secretary

TRADEMARK