

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/01/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The RJA Group, Inc.		12/30/2014	CORPORATION: ILLINOIS

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Hughes Associates, Inc.	12/30/2014	CORPORATION: MARYLAND

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Jensen Hughes, Inc.
Street Address:	3610 Commerce Drive, Suite 817
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21227
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75866014	PATHFINDER
Serial Number:	75050099	RJA
Serial Number:	75047965	
Serial Number:	75050098	RJA
Serial Number:	73827042	BOMBCAD
Serial Number:	73396369	
Serial Number:	73024991	CODE CALL

CORRESPONDENCE DATA

Fax Number: 2485668531

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.

Phone: 248-566-8530

Email: tmdocketing@honigman.com

Correspondent Name: Julie E. Reitz

Address Line 1: Honigman Miller Schwartz and Cohn LLP

TRADEMARK

Address Line 2: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER: 232609-318339

NAME OF SUBMITTER: Julie E. Reitz

SIGNATURE: /Julie E. Reitz/

DATE SIGNED: 08/19/2015

Total Attachments: 6

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EPP. 1-2-15

**MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION
CHARTER DIVISION**

ARTICLES OF MERGER

MERGING

**THE RJA GROUP, INC.,
an Illinois corporation**

INTO

**HUGHES ASSOCIATES, INC.,
a Maryland corporation**

RECEIVED
MAY 20 11 09
STATE OF MARYLAND
DEPARTMENT OF ASSESSMENTS AND TAXATION

FIRST: Hughes Associates, Inc., a corporation organized and existing under the laws of the State of Maryland, and The RJA Group, Inc., a corporation organized and existing under the laws of the State of Illinois, agree that The RJA Group, Inc., shall be merged with and into Hughes Associates, Inc. The terms and conditions of the merger and the mode of carrying the same into effect are as herein set forth in these Articles of Merger.

SECOND: The name of the successor company is Hughes Associates, Inc. (the "Surviving Corporation"), which is a corporation organized in the State of Maryland under the provisions of the Maryland General Corporation Law, and which will continue its existence under the name Jensen Hughes, Inc., as set forth in Article Sixth, below, pursuant to the provisions of the Maryland General Corporation Law.

THIRD: The name of the corporation to be merged into the Surviving Corporation is The RJA Group, Inc. (the "Merging Corporation"), a corporation incorporated on February 27, 1996, under the Illinois Business Corporation Act, and the corporate existence of which will cease upon the effective date of the merger in accordance with the provisions of Illinois law.

FOURTH: The principal office of the Surviving Corporation in the State of Maryland is located in Baltimore County.

FIFTH: The Merging Corporation owns no interest in land in the State of Maryland.

SIXTH: The charter of the Surviving Corporation shall be amended by striking in its entirety Article FIRST and by substituting in lieu thereof the following:

"FIRST: The name of the corporation (which is hereinafter called the "Corporation") is: Jensen Hughes, Inc.

SEVENTH: The total number of shares of stock of all classes which the Surviving Corporation has authority to issue is 500,000 shares of a single class of common stock with a par value of \$0.001 per share.

EIGHTH: The total number of shares of stock of all classes which the Merging Corporation has authority to issue is 1,000 shares of a single class of common stock with no par value.

NINTH: All of the issued and outstanding shares of the Merging Corporation shall, upon the effective date of the merger and by virtue of the merger, be cancelled and cease to exist. The shares of the Surviving Corporation will not be converted, exchanged or altered in any manner as a result of the merger and shall continue as issued and outstanding shares of the Surviving Corporation.

TENTH: The terms and conditions of the merger herein set forth were advised, authorized and approved by each party to these Articles of Merger in the manner and by the vote required by its charter and the laws of the place where it is organized.

ELEVENTH: The Board of Directors of the Surviving Corporation has duly approved and adopted the Agreement and Plan of Merger (attached as Exhibit A), these Articles of Merger, and the merger contemplated herein, by unanimous written consent and submitted to the Surviving Corporation's sole stockholder for approval. The sole stockholder of the Surviving Corporation approved the merger without a meeting by unanimous written consent.

TWELFTH: The Board of Directors of the Merging Corporation has duly approved and adopted the Agreement and Plan of Merger (attached as Exhibit A), these Articles of Merger, and the merger contemplated herein, by unanimous written consent and submitted to the Merging Corporation's sole shareholder for approval. The sole shareholder of the Merging Corporation approved the merger without a meeting by unanimous written consent.

THIRTEENTH: Notwithstanding anything herein to the contrary, this merger may be abandoned at any time prior to the effective date by unanimous written consent of the Board of Directors of the Surviving Corporation or the Board of Directors of the Merging Corporation, acting for any reason or for no reason. In the event of such termination and abandonment, this merger shall become void and have no further effect, without any liability on the part of the Surviving Corporation or the Merging Corporation or the stockholders, officers or directors of such corporations. If the Articles of Merger have been filed with the Maryland Department of Assessments and Taxation (the "Department"), notice of the abandonment shall be given promptly to the Department.

FOURTEENTH: The merger shall become effective on January 1, 2015.


(signatures on next page)

IN WITNESS WHEREOF, The RJA Group, Inc., an Illinois corporation, has caused these presents to be signed in its name and on its behalf by its Vice President and attested to by its Assistant Secretary on this 30th day of December, 2014, and its Vice President acknowledges that these Articles of Merger are the act and deed of the Merging Corporation and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

THE RJA GROUP, INC.

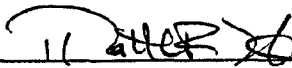
By: 
Name: Matthew Hare
Its: Vice President

ATTEST:


Name: Nicholas Barker
Its: Assistant Secretary

IN WITNESS WHEREOF, Hughes Associates, Inc., a Maryland corporation, has caused these presents to be signed in its name and on its behalf by its Vice President and attested to by its Assistant Secretary on this 30th day of December, 2014, and its Vice President acknowledges that these Articles of Merger are the act and deed of the Surviving Corporation and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

HUGHES ASSOCIATES, INC.

By: 
Name: Matthew Hare
Its: Vice President

ATTEST:



Name: Nicholas Barker
Its: Assistant Secretary

Exhibit A

AGREEMENT AND PLAN OF MERGER

**MERGING
THE RJA GROUP, INC.,
an Illinois corporation,
INTO
HUGHES ASSOCIATES, INC.,
a Maryland corporation**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of this 30th day of December, 2014, by and between The RJA Group, Inc., an Illinois corporation ("RJA Group" or the "Merging Corporation"), and Hughes Associates, Inc., a Maryland corporation ("Hughes" or the "Surviving Corporation").

RECITALS

- A. RJA Group is a corporation duly organized and existing under the laws of the State of Illinois, with authority to issue 1,000 shares of common stock, no par value, of which 1,000 shares are currently issued and outstanding.
- B. Hughes is a corporation duly organized and existing under the laws of the State of Maryland, with authority to issue 500,000 shares of common stock, \$0.001 par value, of which 145,752 shares are currently issued and outstanding.
- C. The board of directors and sole stockholder of Hughes and the board of directors and sole shareholder of RJA Group have, by resolution, unanimously approved this Agreement, and declared it advisable and in the best interests of their respective companies that RJA Group merge with and into Hughes, which shall be the surviving corporation, in the manner and upon the terms and conditions hereinafter set forth and with the effect provided by and pursuant to the applicable provisions of Maryland and Illinois law, which laws permit the merger herein contemplated.

THEREFORE, it is agreed as follows:

FIRST: At the Effective Time (as defined in Article Eighth), RJA Group shall be merged with and into Hughes, which shall be the surviving corporation.

SECOND: The separate existence of the Merging Corporation shall cease at the Effective Time and the existence of the Surviving Corporation shall continue unaffected and

unimpaired by the merger with all of the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under Maryland law.

THIRD: The Articles of Incorporation of Hughes, as amended and in full force and effect at the Effective Time, shall be amended as of the Effective Time as set forth below and shall thereafter be the Articles of Incorporation of the Surviving Corporation, until the same shall be amended and changed pursuant to the provisions of Maryland law:

Article FIRST of the Articles of Incorporation of Hughes is amended to read in its entirety as follows:

FIRST: The name of the corporation (which is hereinafter called the "Corporation") is: Jensen Hughes, Inc."

FOURTH: The Amended and Restated Bylaws of Hughes (the "**Bylaws**"), in full force and effect at the Effective Time, shall be the Bylaws of the Surviving Corporation until the same shall be altered or amended as therein provided or as provided by law.

FIFTH: The officers and directors of Hughes in office at the Effective Time shall constitute the officers and directors of the Surviving Corporation for the terms elected or appointed and qualified. Should a vacancy exist at the Effective Time on the board of directors of the Surviving Corporation or in any office of the Surviving Corporation, such vacancy may be filled in the manner provided by the Bylaws of the Surviving Corporation.

SIXTH: All of the issued and outstanding shares of the Merging Corporation shall, at the Effective Time, by virtue of the merger and without any action on the part of the holder of such shares, be cancelled and cease to exist. The shares of Hughes at the Effective Time shall continue, without impairment or alteration, as issued and outstanding shares of the Surviving Corporation.

SEVENTH: The street address of the principal place of business of the Surviving Corporation is 3610 Commerce Drive, Suite 817, Baltimore, Maryland 21227.

EIGHTH: The merger shall become effective on January 1, 2015 (the "**Effective Time**").

NINTH: From and after the Effective Time:

1. All the rights, privileges, powers and franchises and all property, contracts, money and assets of every kind and description, including, without limitation, patents, trademarks, trade names, licenses and registrations and the goodwill relating to any of the foregoing, of the Merging Corporation shall be vested in, and be held and enjoyed by, the Surviving Corporation without further act or deed.
2. All the estates and interests of every kind of the Merging Corporation, including all debts due to them on whatever account, shall be as

effectively the property of the Surviving Corporation as they were of the Merging Corporation prior to the merger.

3. The title to any real estate vested by deed or otherwise in the Merging Corporation shall not revert or be in any way impaired by reason of the merger.
4. All rights of creditors and all liens upon any property of the Merging Corporation prior to the merger shall henceforth attach to the same property of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

TENTH: The Merging Corporation agrees, to the extent permitted by law, from time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, to execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as the Surviving Corporation may deem necessary or desirable to vest in and confirm to the Surviving Corporation title to, and possession of, any property, bank accounts, assets or rights of the Merging Corporation acquired by reason of, or as a result of, the merger herein provided for, and otherwise to carry out the intent and purposes hereof. The proper officers and directors of the Merging Corporation immediately preceding the Effective Time, and the then current and proper officers and directors of the Surviving Corporation, are authorized, in the names of the Merging Corporation and the Surviving Corporation, to take any and all such actions.

ELEVENTH: The Merging Corporation and the Surviving Corporation shall take or cause to be taken all actions, or do or cause to be done all things, necessary, proper, or advisable under the laws of Maryland and Illinois to consummate the merger and to make the merger effective in accordance with this Agreement.

TWELFTH: Notwithstanding anything herein to the contrary, this Agreement may be abandoned at any time prior to the Effective Time by the board of directors of the Merging Corporation or the board of directors of the Surviving Corporation, acting for any reason or for no reason. In the event of such termination and abandonment, this Agreement shall become void and have no effect without any liability on the part of the Merging Corporation or the Surviving Corporation or the stockholders or directors of the constituent corporations. The board of directors of the Merging Corporation and the board of directors of the Surviving Corporation may make amendments or changes to this Agreement at any time prior to the Effective Time.

CUST ID:0003189835
WORK ORDER:0004406415
DATE:01-06-2015 12:57 PM
AMT. PAID:\$197.00