

TRADEMARK ASSIGNMENT COVER SHEET

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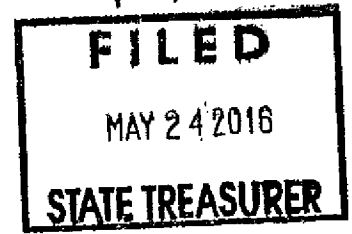
ETAS ID: TM385717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/24/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVAAP U.S.A. INC.		05/24/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	AVAAP U.S.A. LLC		
Street Address:	510 THORNALL STREET, SUITE 250		
City:	EDISON		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4780842	AVAAP INNOVATION SOLUTIONS OUTCOME	
Registration Number:	4776019	AVAAP	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	WILLIAM L. BARTOW		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	05/26/2016		
Total Attachments: 13			
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No. 0306 V 5/17
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STATE OF NEW JERSEY
CERTIFICATE OF MERGER

of
AVAAP U.S.A. INC,
a New Jersey corporation,

and

AVAAP U.S.A. LLC,

a Delaware limited liability company

Pursuant to Section 14A and 42 of the New Jersey Business Corporation Act (the "NJBCA"), the domestic corporation and foreign limited liability company hereinafter named do hereby submit the following Certificate of Merger.

1. The names of the parties to the merger are Avaap U.S.A. Inc, a corporation organized and existing under the laws of the State of New Jersey ("Avaap- NJ"), and Avaap U.S.A. LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Avaap- DE").

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2. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger, dated May 24, 2016, between Avaap- NJ and Avaap- DE (the "Agreement and Plan of Merger"), for merging Avaap- NJ with and into Avaap- DE, with Avaap- DE as the surviving entity, as approved by the directors and sole shareholder of Avaap- NJ and the sole member of Avaap- DE.

3. The name of the surviving entity shall be Avaap U.S.A. LLC.

4. The sole shareholder of Avaap- NJ entitled to vote approved the Agreement and Plan of Merger pursuant to a written consent. The date of such consent and approval was May 24, 2016.

5. The applicable provisions of the laws of the jurisdiction of organization of Avaap- DE relating to the merger of Avaap- NJ with and into Avaap- DE will have been complied with upon compliance with any of the filing and recording requirements thereof.

6. Avaap- DE hereby agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of Avaap- NJ or any obligation of Avaap- NJ for which it was previously amenable to suit in the State of New Jersey and in any proceeding for the enforcement of the rights of a dissenting shareholder of Avaap- NJ against Avaap- DE; and Avaap- DE hereby irrevocably appoints the State of New Jersey as its agent to accept service of process in any such proceeding and designates the following address within the State of New Jersey to which said Division of Revenue shall mail a copy of the process in such proceeding:

510 Thornall Street, Suite 250
Edison, New Jersey 08837


7. Avaap- DE hereby agrees that it will promptly pay to the dissenting shareholders of Avaap- NJ the amount, if any, to which they are entitled under the provisions of the NJBCA with respect to the rights of dissenting shareholders.

8. Avaap- DE will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of its jurisdiction of organization.

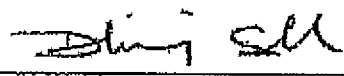
9. The effective date of the merger herein provided for in the State of New Jersey shall be upon the filing of this Certificate of Merger.

IN WITNESS WHEREOF, the parties to the merger have caused this certificate to be signed by their respective authorized officers this 24 day of May, 2016.

Avaap U.S.A. Inc, a New Jersey corporation

By: 
Name: Dhiraj J. Shah
Title: President

Avaap U.S.A. LLC, a Delaware limited liability company

By: 
Name: Dhiraj J. Shah
Title: President and Chief Executive Officer

Signature Page to Certificate of Merger (NJ)

Exhibit A
Agreement and Plan of Merger
(See attached)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") dated as of May 24 2016 is executed by and between Avaap U.S.A. Inc, a New Jersey corporation (the "*Merging Company*"), and Avaap U.S.A., LLC, a Delaware limited liability company (the "*Surviving Company*") and together with the Merging Company, the "*Parties*").

RECITALS:

WHEREAS, Avaap Holdings Corporation, a Delaware corporation and the parent company of each of the Parties (the "*Parent*"), has adopted a plan to restructure its business operations (the "*Restructuring*"), with such Restructuring to be effectuated prior to the transactions contemplated by, and in order to induce NMS Avaap Acquisition, LLC to enter into, a Membership Interest Purchase Agreement with Parent, Dhiraj J. Shah and Namrata Shah;

WHEREAS, consistent with Situation 1 of Rev. Rul. 2008-18, 2008-1 CB 674, since the Restructuring, Parent has been treated as an S corporation within the meaning of Section 1361 of the Code (as hereinafter defined), and, as part of the Restructuring, has elected for the Merging Company to be treated as a qualified subchapter S subsidiary within the meaning of Section 1361(b)(3) of the Code;

WHEREAS, also in connection with the Restructuring, the Merging Company will merge with and into the Surviving Company in accordance with the laws of the State of Delaware and the State of New Jersey (the "*Merger*");

WHEREAS, the board of directors of the Merging Company has unanimously (i) determined that it is in the best interests of the Merging Company and its shareholder, and declared it advisable, to enter into this Agreement with the Surviving Company, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and (iii) resolved to recommend adoption of this Agreement by the shareholder of the Merging Company;

WHEREAS, the sole member of the Surviving Company has determined that it is advisable and in the best interests of the Surviving Company to enter into the Agreement and consummate the transactions contemplated hereby;

WHEREAS, the designation, number and entitlement to vote of each outstanding class and series of shares/membership interests for each of the Parties is as follows:

Parties	Designation of each outstanding class and series of shares/membership interests	Number of outstanding shares/membership interests of each class and series	Class and series of shares/membership interests entitled to vote	Classes and series of shares/membership interests entitled to vote as a class
Avaap U.S.A. Inc	Class A common shares	28,000,000 Class A common shares, held by Parent	All Class A common shares are entitled to vote	N/A

Avaap U.S.A. LLC	Membership interests	100% of the membership interests, held by Parent	All membership interests are entitled to vote	N/A
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; and

WHEREAS, for U.S. federal income tax purposes, the Parties intend that the Restructuring and the Merger together qualify as an "F" reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "*Code*").

NOW, THEREFORE, in consideration of the premises, mutual covenants, conditions, terms and provisions set forth in this Agreement, the Merging Company and the Surviving Company do hereby agree as follows:

**ARTICLE I
MERCER OF THE MERGING COMPANY
WITH AND INTO THE SURVIVING COMPANY**

The Merging Company will be merged with and into the Surviving Company in accordance with Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "*DE Act*") and Section 14A of the New Jersey Business Corporation Act (the "*NJ Act*"). The Merger shall be effective upon the filing of the Certificates of Merger in substantially the same forms attached hereto as Exhibit A-1 and Exhibit A-2, respectively (the "*Certificates*") with the Secretary of State of the State of Delaware and the Secretary of State of the State of New Jersey, as applicable (the "*Effective Time*"). The Surviving Company will be the surviving limited liability company and the limited liability company name of the Surviving Company will continue to be the name of the Surviving Company. The Surviving Company will continue to be governed by and in accordance with the laws of the State of Delaware.

**ARTICLE II
EFFECT OF THE MERGER**

The Merger shall in all respects have the effects provided for in Section 18-209(g) of the DE Act and Section 14A of the NJ Act, with all rights, privileges, powers and obligations of the Merging Company being allocated to and vested in the Surviving Company. Without limiting the generality of the foregoing, in addition to the effects hereinafter set forth, at the Effective Time, the separate existence of the Merging Company will cease and the Surviving Company (the separate limited liability company existence of which shall continue unimpaired by the Merger) will immediately (i) succeed, without other transfer, to all of the assets, properties, rights and claims of the Merging Company and (ii) be subject to all of the debts, duties, obligations and liabilities of the Merging Company in the same manner and to the same extent as if such had been incurred by the Surviving Company itself. Neither the rights of creditors with respect to the Merging Company nor any liens upon the assets or properties of the Merging Company will be impaired by the Merger. Any lawsuit, proceeding or claim pending or existing by or against the Merging Company may be prosecuted or continued as if the Merger had not occurred or, alternatively, the Surviving Company may be substituted for the Merging Company with respect to any such lawsuit, proceeding or claim.

**ARTICLE III
CANCELLATION OF CAPITAL STOCK OF MERGING COMPANY**

At the Effective Time, as a result of the Merger and without any action on the part of the Merging Company, the Surviving Company or any holder of any capital stock of the Merging Company, each share of common stock of the Merging Company issued and outstanding immediately prior to the Effective Time shall be canceled without consideration and no membership interests or other securities of the Surviving Company shall be issued in respect thereof. At the Effective Time, all of the membership interests of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain outstanding and be unchanged by the Merger, and such membership interests shall be the only membership interests of the Surviving Company that are issued and outstanding immediately after the Effective Time.

For U.S. federal income tax purposes, the Parties intend that the Reorganization and the Merger together qualify as an "F" reorganization pursuant to Section 368(a)(1)(F) of the Code, and that this Agreement shall be, and is hereby, adopted as a plan of reorganization for purposes of Section 368 of the Code. Accordingly, unless otherwise required by applicable law, no Party shall take any action or fail to take any action that reasonably could be expected to jeopardize the treatment of the Reorganization and the Merger as a reorganization within the meaning of Section 368(a)(1)(F) of the Code, and the Parties shall not take any position on any tax return or in any proceeding inconsistent with this Article III. The Parties hereby acknowledge and agree that the discussion of the Reorganization and the Merger constitutes a plan of reorganization defined in Treasury Regulation §1.368-2(g).

**ARTICLE IV
ORGANIZATIONAL AUTHORIZATION**

This Agreement and the Merger were approved and adopted by the sole stockholder of the Merging Company, upon the recommendation of the Board of Directors of the Merging Company, and the sole member of the Surviving Company. As a result, this Agreement was authorized by all action required under the DE Act and the NJ Act, and the documents and agreements under which the Parties were formed and are governed. The Certificates shall be executed, filed and recorded in accordance with the DE Act and the NJ Act, as applicable, as soon as practicable after the execution hereof. No member of the Surviving Company will, as a result of the Merger, become personally liable for the liabilities or obligations of any other person.

**ARTICLE V
CERTIFICATE OF FORMATION OF THE SURVIVING COMPANY**

The certificate of formation of the Surviving Company as in effect immediately prior to the Effective Time shall be and continue to be the certificate of formation of the Surviving Company.

**ARTICLE VI
LIMITED LIABILITY COMPANY AGREEMENT**

The limited liability company agreement of the Surviving Company, as existing

immediately prior to the Effective Time (the "*LLC Agreement*"), will continue in full force and effect as the limited liability company agreement of the Surviving Company, until the same is thereafter modified, amended or repealed in accordance with the laws of the State of Delaware and the applicable provisions of the LLC Agreement.

ARTICLE VII MISCELLANEOUS

A. Entire Agreement. This Agreement, together with the Certificates of Merger, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

B. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

C. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

D. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.


E. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

Signature Page Follows

IN WITNESS WHEREOF, the Merging Company and the Surviving Company have executed this instrument as of the date first written above,

MERGING COMPANY:

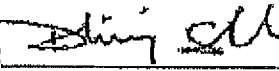
AVAAP U.S.A. INC

By: 

Name: Dhiraj J. Shah
Title: President

SURVIVING COMPANY:

AVAAP U.S.A. LLC

By: 

Name: Dhiraj J. Shah
Title: President

Exhibit A-1

Certificate of Merger - Delaware

(See attached)

Exhibit A-2

Certificate of Merger – New Jersey

(See attached)

STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
FOREIGN CORPORATION INTO
A DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is Avaap U.S.A. LLC, a Delaware limited liability company, and the name of the corporation being merged into this surviving limited liability company is Avaap U.S.A. Inc, a New Jersey corporation.

SECOND: An Agreement and Plan of Merger between the surviving limited liability company and the non-surviving corporation has been approved and executed by the parties.

THIRD: The name of the surviving limited liability company is Avaap U.S.A. LLC.

FOURTH: The merger is to become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The Agreement and Plan of Merger is on file at 510 Tornall Street, Suite 250, Edison, New Jersey 08837, the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the surviving limited liability company or any person holding an interest in the corporation which is to merge into the surviving limited liability company.

Signature Page Follows

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized officer this 14 day of May, 2016.

Avaap U.S.A. LLC

By: Dhiraj J. Shah

Name: Dhiraj J. Shah

Title: President and Chief Executive Officer

Signature Page to Certificate of Merger (DE)