TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385971

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SimBiotic Software for Teaching and Research, Inc		07/14/2015	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	SimBiotic Software, Inc
Doing Business As:	SimBio
Street Address:	1280 S 3rd St W, Second Floor, Suite 3
City:	Missoula
State/Country:	MONTANA
Postal Code:	59801
Entity Type:	Corporation: MONTANA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85246572	SIMBIO EXPLORER SERIES
Serial Number:	85656584	MITOSIS EXPLORED
Serial Number:	85656536	MEIOSIS EXPLORED
Serial Number:	85483103	SIMBIO INTERACTIVE CHAPTERS
Serial Number:	85483022	SIMUTEXT SYSTEM
Serial Number:	77863737	SIMBIO VIRTUAL LABS
Serial Number:	77451362	SIMBIO
Serial Number:	77405395	SIMBIOTIC SOFTWARE
Serial Number:	77405165	OSMOBEAKER
Serial Number:	77405102	EVOBEAKER
Serial Number:	77404962	ECOBEAKER
Serial Number:	77210909	SIMUTEXT

CORRESPONDENCE DATA

Fax Number:	6172790055

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:	617.314.7701
Email:	kat@simbio.com

TRADEMARK

OP $315.00 85246572

Correspondent Name:	Kat Barry
Address Line 1:	1280 S 3rd St W, Second Floor, Suite 3
Address Line 4:	Missoula, MONTANA 59801

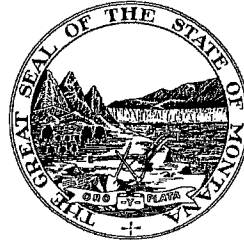| NAME OF SUBMITTER:	Kat Barry
SIGNATURE:	/Kat Barry/
DATE SIGNED:	05/30/2016

Total Attachments: 7
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Montana State Capitol
PO Box 202801
Helena, MT 59620-2801

WORDEN THANE PC
SHANE A VANNATTA
PO BOX 4747
MISSOULA MT 59806 4747

CERTIFICATE OF FILING

I, LINDA McCULLOCH, Secretary of State of the State of Montana, do hereby certify that

SIMBIOTIC SOFTWARE, INC.

filed its ARTICLES OF MERGER in this office and has fulfilled the applicable requirements set forth in law, **merging SIMBIOTIC SOFTWARE FOR TEACHING AND RESEARCH, INC., a New York corporation, with and into SIMBIOTIC SOFTWARE, INC**. By virtue of the authority vested in the office, I hereby issue this certificate evidencing filing effective on the date shown below. I wish you the best of luck with all your future endeavors as part of the Montana business community.

Certified File Number: D263936 - 1679360
Dated: July 15, 2015
Effective Date: July 14, 2015

Linda McCulloch
Secretary of State

PRIORITY Articles of Merger

TO: Secretary of State
     State of Montana

Pursuant to the provisions of Montana Code Annotated §§ 35-1-816, the undersigned companies submit the following Articles of Merger:

Article 1:   **Plan of Merger.** In accordance with the Montana Business Corporation Act, SimBiotic Software for Teaching and Research, Inc., a New York corporation ("the New York corporation"), and SimBiotic Software, Inc., a Montana corporation ("the Montana corporation") (together, "the companies" or "the parties"), approved and signed the Agreement and Plan of Merger attached as Exhibit A and incorporated herein by this reference.

Article 2:   **Approval for SimBiotic Software, Inc.** Approval by the shareholders of SimBiotic Software, Inc. was required for this merger. The Agreement and Plan of Merger was approved by the unanimous written consent of both the board and shareholders. All 3 directors voted to approve the Agreement and Plan of Merger, and 0 directors voted against. There are 2 shareholders in one membership class; all 2 shareholders voted to approve the Agreement and Plan of Merger, and 0 shareholders voted against. The number of votes cast for the Agreement and Plan of Merger was sufficient for approval by both the directors and shareholders.
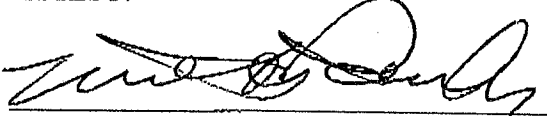
Article 3:   **Approval for SimBiotic Software for Teaching and Research, Inc.** Approval by the shareholders of SimBiotic Software for Teaching and Research, Inc. was required for this merger. The Agreement and Plan of Merger was approved by the unanimous written consent of both the board and shareholders. All 3 directors voted to approve the Agreement and Plan of Merger, and 0 directors voted against. There are 2 shareholders in one membership class; all 2 shareholders voted to approve the Agreement and Plan of Merger, and 0 shareholders voted against. The unanimous consent was sufficient for approval by both the directors and shareholders.

Article 4:   **Surviving Corporation.** Upon the merger described in the Agreement and Plan of Merger, SimBiotic Software, Inc. shall be the Surviving Corporation. Its address is 1280 South Third Street West, Missoula, MT 59801, and its registered agent is Eleanor Steinberg,

1020 Briar Street, Missoula, MT 59802. The effective date of the merger shall be the date these Articles are filed with the Secretary of State's office.

Article 5:   Continued liability. The Surviving Corporation may be served with process in this state and shall be subject to liability in any action or proceeding for the enforcement of any liability or obligation of the merged corporation, SimBiotic Software for Teaching and Research, Inc., previously subject to suit in this state and for the enforcement of the right of members of the merged corporation to receive payment for their interest against the Surviving Corporation as provided in the Montana Business Corporation Act.

Dated the 8th day of July 2015.

SimBiotic Software for Teaching and Research, Inc., a New York corporation:	**SimBiotic Software, Inc.**, a Montana corporation:
By: _____ Eli Meir, President	By: _____ Eli Meir, President
ATTEST: _____ Lirita Pauker, Secretary	ATTEST: _____ Lirita Pauker, Secretary

Agreement and Plan of Merger

This Agreement and Plan of Merger is entered into on July 9th , 2015, by and between the following parties:

"SSTR"	and	"SimBio" (Surviving Corporation):
SimBiotic Software for Teaching and Research, Inc., a New York corporation PO Box 399 Ithaca, NY 14851		**SimBiotic Software, Inc.,** a Montana corporation 1280 S 3rd St W Missoula, MT 59801

RECITALS

WHEREAS, SimBiotic Software for Teaching and Research, Inc. ("SSTR") is a New York corporation; and

WHEREAS, SimBiotic Software, Inc. ("SimBiotic") is a newly formed Montana corporation that does not yet hold property or have a separate existence as a taxpaying entity except as necessary to facilitate its organization; and

WHEREAS, Eli Meir and Lirita Pauker are the sole shareholders of both companies, and Eli Meir, Lirita Pauker, and Eleanor Steinberg are the sole directors and officers of both companies; and

WHEREAS, the Board of Directors of SSTR and the Board of Directors of SimBiotic have deemed it advisable and in the best interests of the companies to merge SSTR into SimBiotic, with SimBiotic being the "Surviving Corporation"; and

WHEREAS, the Board of Directors of SSTR and the Board of Directors of SimBiotic desire to effectuate the merger pursuant to New York and Montana law and the companies' respective Articles of Incorporation and Bylaws; and

WHEREAS, the Board of Directors of SSTR and the Board of Directors of SimBiotic desire to adopt this Agreement and consummate the merger in accordance with the provisions of Section 368(a)(1)(F) of the Internal Revenue Code, as amended; and

WHEREAS, the Board of Directors of SSTR and the Board of Directors of SimBiotic desire to set forth in writing a formal plan of merger setting forth the steps and requirements for approval and implementation of the merger of SSTR into SimBiotic;

NOW, THEREFORE, in consideration of the promises, mutual agreements, provisions, and covenants contained in this Agreement, the parties agree that on the Effective Date, as defined below, SSTR shall be merged into SimBiotic ("the Merger") and the Surviving Corporation shall retain the name "SimBiotic Software, Inc." The parties agree to the following terms and method of carrying the Merger into effect:

Agreement & Plan of Merger

EXHIBIT

A

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Article 1.   DIRECTORS AND MEMBER VOTES; FILINGS.

1.1.   Directors Meetings. SSTR and SimBiotic shall each call a meeting of their boards of directors, in accordance with the Montana Business Corporation Act, the New York Business Corporation Law, and the companies' respective Articles of Incorporation and Bylaws, to consider and vote upon the adoption of this Agreement and Plan of Merger. Written resolutions reflecting the votes from each meeting shall be prepared and duly executed by the President and Secretary of each corporation and delivered to the other company. Either company may act by the unanimous written consent of its members or directors in lieu of a meeting pursuant to Montana Code Annotated § 35-1-432 and New York Business Corporation Law § 708.

1.2.   Vote by Shareholders. If this Agreement and Plan Merger is approved pursuant to Section 1.1 above, the board of each corporation shall cause a vote to be held by the shareholders of the corporation on this Agreement and Plan of Merger. The votes shall be conducted in accordance with the Montana Business Corporation Act, the New York Business Corporation Law, and the corporation's Articles of Incorporation and Bylaws. SimBiotic Software for Teaching and Research, Inc. has 800 issued and outstanding shares in one membership class, all of which are entitled to vote, and the number of shares is not subject to change prior to the Effective Date of the Merger. Both of the corporation's shareholders, holding 790 shares and 10 shares, respectively, shall vote on the Agreement and Plan of Merger. SimBiotic Software, Inc. has 80,000 issued and outstanding shares in one membership class, all of which are entitled to vote, and the number of shares is not subject to change prior to the effective date of the merger. Both of the corporation's shareholders, holding 79,000 shares and 1,000 shares, respectively, shall vote on the Agreement and Plan of Merger. Pursuant to Montana Code Annotated § 35-1-519 and New York Business Corporation Law § 615, the shareholders may act by unanimous written consent in lieu of a meeting.

1.3.   Certification of Votes. Upon conclusion of the votes, the board of each corporation shall certify the results of the vote and provide a copy of that certification to the other company. If the shareholders of both corporations vote in favor of this Merger, the remaining steps set forth in this Agreement and Plan of Merger shall be completed.

1.4.   Filing of Certificate of Merger and Articles of Merger. If this Agreement is adopted pursuant to Sections 1.1 and 1.2, above, then the companies' Certificate of Merger (attached hereto as Exhibit A) and any other appropriate documents shall be promptly submitted to the New York Department of State. The Articles of Merger (attached hereto as Exhibit B) shall be filed and recorded with the Montana Secretary of State.

1.5.   Effective Date. The Merger shall become effective on the day and time of the filing of the Certificate of Merger by the New York Department of State.

1.6.   Effects of Merger and Continuation of Business. On the Effective Date, SSTR shall be merged with and into SimBiotic, which shall continue the same business with the same assets, under the same ownership. The separate existence of SSTR shall cease, and the Montana Secretary of State shall automatically withdraw SSTR from its listing as a foreign corporation

doing business in Montana, and the New York Department of State shall note on its records that SSTR is inactive by reason of the merger. As the Surviving Corporation, SimBiotic shall (a) own all assets of both companies and possess all of the rights, privileges, and immunities of both companies; and (b) possess all of the obligations and liabilities of both companies. The rights of creditors of the companies, of any person dealing with the companies, or any liens upon the property of the companies, shall not be impaired by this merger. Any claim existing or action or proceeding pending by or against either of the companies may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be substituted in place of SSTR. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities, and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

Article 2.   NAME OF SURVIVING CORPORATION; ARTICLES OF INCORPORATION; BYLAWS; EIN.

2.1.   Name of Surviving Corporation. From and after the Effective Date, the merged entity and Surviving Corporation shall be known as **SimBiotic Software, Inc.**, subject to any name change which may subsequently be duly adopted and approved by the Surviving Corporation.

2.2.   Assumed Business Name of Surviving Corporation. SimBiotic Software, Inc. shall also use the Assumed Business Name "SimBio."

2.3.   Articles of Incorporation. The Articles of Incorporation of SimBiotic currently in effect shall be the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.4.   Bylaws, Directors, and Officers. The Bylaws of SimBiotic currently in effect shall be the Bylaws of the Surviving Corporation until amended as provided therein, and the directors and officers of SimBiotic in office immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation.

2.5.   Employer Identification Number. As of the Effective Date, SimBiotic shall use the existing Employer Identification Number (EIN) previously used by SSTR.

Article 3.   STATUS AND CONVERSION OF OWNERSHIP INTEREST.

3.1.   Automatic Conversion. As of the Effective Date, each unit of membership in SSTR outstanding immediately prior to the Effective Date shall be canceled by virtue of the Merger and without any additional action on the part of the holder or the parties. All of the stock ownership of SimBiotic existing prior to the Merger, which is held by the same owners in the same proportions as the stock of SSTR, shall remain outstanding stock in the Surviving Corporation following the Merger.

Article 4.   MISCELLANEOUS.

4.1.   Termination. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date, whether before or after adoption and approval of this

Agreement & Plan of Merger

Agreement, if the board of directors of either corporation duly adopt a resolution abandoning this Agreement.

4.2.   Counterparts. For the convenience of the parties and to facilitate the approval of this Agreement, any number of counterparts may be executed; and each such counterpart shall be deemed to be an original instrument. This Agreement shall be effective upon the last signature below.

4.3.   Modification of Agreement. This Agreement shall not be modified, altered, changed, or amended in any respect, unless in writing and signed by all parties to this Agreement. No modification of this Agreement will be valid or binding unless such modification is in writing and signed by all parties to this Agreement.
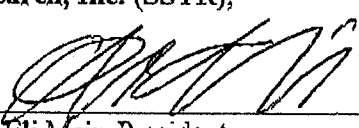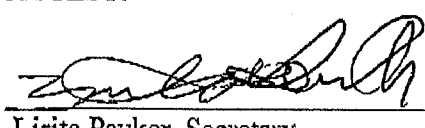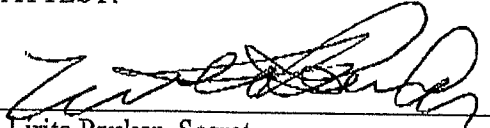
4.4.   Additional Documents. The parties agree to execute any additional documents to perform any additional acts which are or may be necessary to consummate this Agreement.

4.5.   Notice. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of the Merger Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith.

4.6.   Time of the Essence. Time shall be of the essence in complying with the terms and conditions of this Agreement.

4.7.   Severability of Invalid Provisions. If any provision of this Agreement is declared or becomes invalid, unenforceable or contrary to law, such provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity or enforceability of the other provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by SimBiotic Software for Teaching and Research, Inc., a New York corporation, and SimBiotic Software, Inc., a Montana corporation, as of the date specified above.

SimBiotic Software for Teaching and Research, Inc. (SSTR),	SimBiotic Software, Inc. (SimBiotic),
By: _____ Eli Meir, President	By: _____ Eli Meir, President
ATTEST: _____ Lirita Pauker, Secretary	ATTEST: _____ Lirita Pauker, Secretary

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