

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387689

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	01/09/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Starburst Acquisition Sub, Inc.		01/09/2015	Corporation: DELAWARE
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
Spruce Computer Systems, Inc.	01/09/2015	Corporation: DELAWARE	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	ECI Spruce Computer Systems, Inc.		
<b>Street Address:</b>	4400 Alliance Gateway Freeway, Suite154		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76177		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1454946	SPRUCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>			
<b>Phone:</b>	2028427800		
<b>Email:</b>	mobleysg@cooley.com		
<b>Correspondent Name:</b>	Peter J. Willsey		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Susan Mobley		
<b>SIGNATURE:</b>	/Susan Mobley/		
<b>DATE SIGNED:</b>	06/13/2016		

CH \$40.00 1454946

**Total Attachments: 6**

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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"STARBURST ACQUISITION SUB, INC.", A DELAWARE CORPORATION, WITH AND INTO "SPRUCE COMPUTER SYSTEMS, INC." UNDER THE NAME OF "ECI SPRUCE COMPUTER SYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINTH DAY OF JANUARY, A.D. 2015, AT 5:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2070986 8100M

150034418

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2026827

DATE: 01-09-15

TRADEMARK  
REEL: 005811 FRAME: 0920

STATE of DELAWARE

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CERTIFICATE OF MERGER

OF

STARBURST ACQUISITION SUB, INC.

WITH AND INTO

SPRUCE COMPUTER SYSTEMS, INC.

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Pursuant to Title 8, Section 251(c) of the General Corporation Law of the State of Delaware (the "DGCL"), the undersigned corporation has executed this Certificate of Merger on January 9, 2015, and does hereby certify that:

1. The name and state of incorporation of the constituent corporations participating in the merger herein certified (the "Merger") are:

<u>Name of Constituent Corporation</u>	<u>State of Incorporation</u>
Starburst Acquisition Sub, Inc.	Delaware
Spruce Computer Systems, Inc.	Delaware

2. An Agreement and Plan of Merger, dated of even date hereof, by and among each of the aforesaid constituent corporations and the other parties thereto (the "Merger Agreement"), providing for, among other things, the Merger, has been approved, adopted, executed, and acknowledged by each of the aforesaid constituent entities in accordance with the provisions of Section 251 of the DGCL and by written consent of their respective stockholders in accordance with Section 228 of the DGCL.

3. The surviving corporation of the Merger (the "Surviving Corporation") shall be Spruce Computer Systems, Inc., which will continue its existence under the name "ECI Spruce Computer Systems, Inc."

4. Upon the effective time of the Merger, the Certificate of Incorporation of Spruce Computer Systems, Inc., as in effect immediately prior to the effective time of the Merger, shall be amended and restated to read in its entirety as set forth on Exhibit A, and as so amended and restated, shall be the Amended and Restated Certificate of

Incorporation of the Surviving Corporation until thereafter amended pursuant to the DGCL.

5. The executed Merger Agreement is on file at an office of the Surviving Corporation, the address of which is as follows:

ECI Spruce Computer Systems, Inc.  
c/o Gordon P. Kushner  
4400 Alliance Gateway Freeway, Suite 154  
Fort Worth, Texas 76177

6. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the constituent corporations.

7. The Merger is to become effective immediately upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be executed by its authorized officer the date first written above.

SPRUCE COMPUTER SYSTEMS, INC.



By: \_\_\_\_\_

Name: Ron Books

Title: President

[Signature Page to Certificate of Merger]

## EXHIBIT A

**FIRST:** The name of the Corporation is ECI Spruce Computer Systems, Inc.

**SECOND:** The address of the registered office of the Corporation in the State of Delaware is: 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, DE 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law ("DGCL").

**FOURTH:** The authorized capital stock of the Corporation shall be 100,000 shares of Common Stock, par value of \$0.01 per share.

**FIFTH:** In furtherance and not in limitation of the powers conferred by the DGCL, the Board of Directors is expressly authorized to make, alter or repeal the Bylaws of the Corporation, subject to any specific limitation on such power contained in any Bylaws. Elections of directors need not be by written ballot unless the Bylaws of the Corporation so provide.

**SIXTH:** Meetings of stockholders may be held within or without the State of Delaware as the Bylaws may provide. The books and records of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**SEVENTH:** A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that such exemption from liability or limitation thereof is not permitted under the DGCL as currently in effect or as the same may hereafter be amended from time to time. Any repeal or modification of this Article SEVENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

**EIGHTH:** The Corporation shall indemnify, to the fullest extent permitted by law as currently in effect or as the same may hereafter be amended, any person made or threatened to be made a party to any action, suit or proceeding, whether crimination, civil, administrative or investigative, by reason of the fact that such person or such person's testator or intestate is or was a director or officer of the Corporation or serves or served at the request of the Corporation any other enterprise as a director or officer. To the fullest extent permitted by law as currently in effect or as the same may hereafter be amended, expenses incurred by any such person in defending any such action, suit or proceeding shall be paid or reimbursed by the Corporation promptly upon receipt by it of an undertaking of such person to repay such expenses if it shall be ultimately be determined that such person is not entitled to be indemnified by the Corporation. The rights provided to any person by this Article EIGHTH shall be enforceable against the Corporation by such person, who shall be presumed by have relied upon it in serving or continuing to serve as director or officer as provided above. No amendment or repeal of this Article EIGHTH shall impair the rights of any person at any time with respect to events

occurring prior to such amendment or repeal. For purposes of this Article EIGHTH, the term "Corporation" shall include any predecessor of the Corporation or any constituent corporation (including any constituent of a constituent) absorbed by the Corporation in a consolidation or merger and the term "other enterprise" shall include any corporation, partnership, limited liability company or partnership, joint venture, trust or employee benefit plan.

**NINTH:** This Certificate was duly adopted in accordance with the DGCL.

**TENTH:** The Corporation reserves the right from time to time to amend, alter or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the DGCL, and all rights of stockholders herein are subject to such reservation of right.