

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401837

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	01/11/2011		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Emerge.MD, Inc.		01/11/2011	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emerge.MD, Inc.		
<b>Street Address:</b>	5025 N. Central Avenue, S-486		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85102		
<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>	3872395	ONEPASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8666876019		
<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>	4802704926		
<b>Email:</b>	mwright@wrightlawgroup.com		
<b>Correspondent Name:</b>	Mark F. Wright		
<b>Address Line 1:</b>	1959 South Power Road, Suite 103-376, Su		
<b>Address Line 4:</b>	Mesa, ARIZONA 85206		
<b>NAME OF SUBMITTER:</b>	Mark F. Wright		
<b>SIGNATURE:</b>	/Mark F. Wright/		
<b>DATE SIGNED:</b>	10/13/2016		
<b>Total Attachments: 11</b>			
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AZ CORPORATION COMMISSION  
FILED

ARTICLES OF MERGER

JAN 21 2011

OF

FILE NO. 1654642-2

EMERGE.MD, INC.  
(An Arizona Corporation)

1024154-6

WITH AND INTO

EMERGE.MD INC.  
(A Delaware Corporation)

F-1654642-2

1. Filed simultaneously with these articles of merger is the Agreement and Plan of Merger (the "Plan of Merger", attached hereto as "Exhibit A") that has been adopted by Emerge.MD, Inc., an Arizona corporation, ("emerge Arizona"), which is the disappearing corporation, and Emerge.MD Inc., a Delaware corporation ("emerge Delaware"), which is the surviving corporation.

2. The name of the surviving corporation is Emerge.MD Inc., and the address of its known place of business is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, 19801.

3. The name and address of the statutory agent of the surviving corporation is: Shahram Partovi, 13835 N. Tatum Blvd., Suite 9-437, Phoenix, Arizona, 85032.

4. Approval of the shareholders of each of the corporations that are parties to the Plan of Merger was required. The designation of voting groups in each corporation that is a party to the Plan of Merger entitled to vote separately on the Plan of Merger, the number of votes in each, the number of votes represented at the meeting at which the Plan of Merger was adopted, and the votes cast for and against the Plan of Merger were as follows:

a. emerge Delaware, the surviving corporation: There is only one voting group eligible to vote on approval of the Plan of Merger. The voting group consisting of 1,000 outstanding shares of common stock of emerge Delaware is entitled to 1,000 votes. The voting group cast 1,000 votes for, and no votes against, the Plan of Merger, which was sufficient for approval by the voting group.

b. emerge Arizona, the disappearing corporation: There is only one voting group eligible to vote on approval of the Plan of Merger. The voting group consisting of 1,000,000 outstanding shares of common stock of emerge Arizona is entitled to 1,000,000 votes. The voting group cast 1,000,000 votes for, and no votes against, the Plan of Merger, which was sufficient for approval by the voting group.

5. The Plan of Merger does not contain any amendments to the certificate of incorporation of the surviving corporation.

AZ CORPORATION COMMISSION  
FILED

FEB 02 2011

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FILE NO. F-1654642-2

TRADEMARK  
REEL: 005899 FRAME: 0837

DATED as of this 11<sup>th</sup> day of January, 2011

Emerge.MD Inc.  
a Delaware corporation

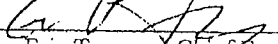
By:   
Eric Trappen, Chief Executive Officer

EXHIBIT A

Agreement and Plan of Merger

## AGREEMENT AND PLAN OF MERGER

*THIS AGREEMENT AND PLAN OF MERGER*, dated as of January 11, 2011, (the "*Agreement*") is made by and between Emerge.MD Inc., a Delaware corporation ("*emerge Delaware*"), and Emerge.MD, Inc., an Arizona corporation ("*emerge Arizona*"). *emerge Delaware* and *emerge Arizona* are sometimes referred to herein as the "*Constituent Corporations*."

### RECITALS

A. *emerge Delaware* is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 30,000,000 shares of Common Stock and 10,000,000 shares of "Series A Preferred Stock."

B. *emerge Arizona* is a corporation duly organized and existing under the laws of the State of Arizona and has an authorized capital of 10,000,000 shares, all of which are designated as "Common Stock."

C. The Board of Directors of *emerge Arizona* has determined that, for the purpose of effecting the reincorporation of *emerge Arizona* in the State of Delaware, it is advisable and in the best interests of *emerge Arizona* and its sole shareholder that *emerge Arizona* merge with and into *emerge Delaware* upon the terms and conditions herein provided.

D. The respective Board of Directors, the shareholder of *emerge Arizona* and the sole stockholder of *emerge Delaware* have determined that, for the purpose of effecting the reincorporation of *emerge Arizona* in the State of Delaware, it is advisable and in the best interests of *emerge Arizona* and its sole shareholder that *emerge Arizona* merge with and into *emerge Delaware* upon the terms and conditions provided herein.

E. *NOW, THEREFORE*, in consideration of the recitals above and the mutual agreements and covenants set forth herein, *emerge Delaware* and *emerge Arizona* 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 (the "*DGCL*") and the Arizona Business Corporation Act (the "*ABCA*"), *emerge Arizona* shall be merged with and into *emerge Delaware* (the "*Merger*"), the separate existence of *emerge Arizona* (the "*Non-Surviving Corporation*") shall cease and *emerge Delaware* shall be, and herein is, the surviving corporation (sometimes referred to herein as the "*Surviving Corporation*"), and the name of the Surviving Corporation shall be "Emerge.MD Inc."

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

(a) This Agreement and the Merger shall have been adopted and approved by the sole shareholder and the sole stockholder, respectively, of each of emerge Arizona and emerge Delaware in accordance with the requirements of the ABCA and the DGCL;

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

(c) An executed Agreement and Plan of Merger or an executed counterpart of this Agreement, meeting the requirements the DGCL and the ABCA, shall have been filed with the Secretary of State of the State of Delaware and the Arizona Corporation Commission.

(d) An executed Articles of Merger, in the form of **Exhibit A** attached hereto, meeting the requirements of Section 10-1105 of the ABCA, shall have been filed with the Arizona Corporation Commission and the Surviving Corporation and the Non-Surviving Corporation hereby stipulate that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

The date and time when the Merger shall become effective, pursuant to the provisions of (i) Section 103 of the DGCL and (ii) Section 10-123 of the ABCA, is herein called the "*Effective Date of the Merger.*"

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of emerge Arizona shall cease, and emerge Delaware, as the Surviving Corporation, shall (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) be subject to all actions previously taken by emerge Arizona's Board of Directors, (iii) succeed, without other transfer, to all of the assets, rights, powers and property of emerge Arizona in the manner more fully set forth in Section 259 of the DGCL, (iv) continue to be subject to all of the debts, liabilities and obligations of emerge Arizona as constituted immediately prior to the Effective Date of the Merger and (v) succeed, without other transfer, to all of the debts, liabilities and obligations of emerge Arizona in the same manner as if emerge Delaware had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the ABCA.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of emerge Delaware as in effect on the Effective Date of the Merger in the State of Delaware will be the Certificate of Incorporation of the Surviving Corporation and said Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the DGCL.

2.2 Bylaws. The Bylaws of emerge Delaware on the Effective Date of the Merger will be the Bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the DGCL.

2.3 Directors and Officers. The directors and officers of emerge Arizona on the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### III. MANNER OF CONVERSION OF STOCK

3.1 emerge Arizona Common Stock. Upon the Effective Date of the Merger, each one (1) share of emerge Arizona Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for ten (10) fully paid and non-assessable share of Series A Preferred Stock of the Surviving Corporation, with such rights, preferences and privileges defined in the Certificate of Incorporation of emerge Delaware ("*Series A Preferred Stock*"). No fractional share interests of Common Stock of the Surviving Corporation shall be issued. In lieu thereof, any fractional share interests to which a holder would otherwise be entitled shall be aggregated.

3.2 emerge Arizona Options, Stock Purchase Options and Convertible Securities. Emerge Arizona represents and warrants that there are no, and as of the Effective Date of the Merger (immediately prior to the effectuation thereof), emerge Arizona has no obligations under any option plans, employee benefit plans or stock option agreements by and between employees of emerge Arizona and emerge Arizona.

3.3 Existing emerge Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of emerge Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by emerge Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Common Stock of emerge Arizona may be asked to surrender the same for cancellation to the General Counsel and Corporate Secretary of emerge Arizona (the "*Exchange Agent*"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of appropriate class and series of capital stock of emerge Arizona shall be deemed for all purposes to represent the number of shares of the Series A Preferred Stock into which such shares of emerge Arizona capital 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 shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive



dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Series A Preferred Stock so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the stock certificates of emerge Arizona so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's 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 be in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent 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 the Surviving Corporation that such tax has been paid or is not payable.

#### IV. GENERAL

4.1 Covenants of emerge Delaware. emerge Delaware covenants and agrees that it will:

(a) Qualify to do business as a foreign corporation in the State of Arizona by filing an application of authority with the Arizona Corporation Commission as required under the provisions of Sections 10-1503 of the ABCA;

(b) File any and all documents with the Arizona State Tax Commission, necessary for the assumption by emerge Delaware of all of the tax liabilities of emerge Arizona; and

(c) Take such other actions as may be required by the ABCA.

4.2 Further Assurances. From time to time, as and when required by emerge Delaware or by its successors or assigns, there shall be executed and delivered on behalf of emerge Arizona such deeds and other instruments, and there shall be taken or caused to be taken by emerge Delaware and emerge California 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 emerge Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of emerge Arizona and otherwise to carry out the purposes of this Agreement, and the officers and directors of emerge Delaware are fully authorized in the name and on behalf of emerge Arizona or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date 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 emerge Arizona or emerge Delaware, or of both, notwithstanding

the approval of this Agreement by the sole shareholder of emerge Arizona or by the sole stockholder of emerge Delaware, or by both.

4.4 Amendment. The Board of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 13835 N. Tatum Blvd, Suite 9-437, Phoenix, Arizona 85032., and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 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 ABCA.

4.8 FIRPTA Notification.

(a) On the Effective Date of the Merger, emerge Arizona shall deliver to emerge Delaware, as agent for the sole shareholder of emerge Arizona, a properly executed statement (the "*Statement*") substantially in the form attached hereto as Exhibit B. emerge Delaware shall retain the Statement for a period of not less than seven (7) years and shall, upon request, provide a copy thereof to any person that was a shareholder of emerge Arizona immediately prior to the Merger. In consequence of the approval of the Merger by the sole shareholder of emerge Arizona, (i) such shareholder shall be considered to have requested that the Statement be delivered to emerge Delaware as its agent and (ii) emerge Delaware shall be considered to have received a copy of the Statement at the request of the emerge Arizona shareholder for purposes of satisfying emerge Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) emerge Arizona shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

*IN WITNESS WHEREOF*, this Agreement having first been approved by the resolutions of the Board of Directors of emerge Delaware and emerge Arizona is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

EMERGE.MD INC.  
a Delaware corporation

By:   
Eric Trappen, Chief Executive Officer

EMERGE.MD, INC.  
an Arizona corporation

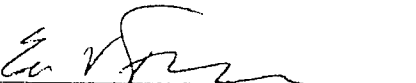
By:   
Eric Trappen, Chief Executive Officer

EXHIBIT B



January 11, 2011

TO THE SOLE SHAREHOLDER OF EMERGE.MD, INC., AN ARIZONA CORPORATION:

In connection with the reincorporation (the "*Reincorporation*") in Delaware of Emerge.MD, Inc., an Arizona corporation (the "*Company*"), pursuant to the Agreement and Plan of Merger (the "*Agreement*") dated as of January 11, 2011 between the Company and Emerge.MD Inc., a Delaware corporation and wholly owned subsidiary of the Company ("*emerge Delaware*"), your shares of Company stock will be replaced by shares of stock in emerge Delaware.

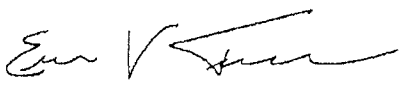
In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "*Code*"), as a result of the Reincorporation and (ii) emerge Delaware will not be required under Section 1445 of the Code to withhold taxes from the emerge Delaware stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to emerge Delaware pursuant to Section 4.8 of the Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,

EMERGE.MD, INC.  
an Arizona corporation

By:   
Eric V. Trappen, Chief Executive Officer

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Emerge.MD, Inc.

- Individual(s)
- Partnership
- Corporation- State: Arizona
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 01/11/2011

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Emerge.MD, Inc.

Street Address: 5025 N. Central Avenue, S-486

City: Phoenix

State: Arizona

Country: US Zip: 85102

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)  
3872395

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Mark F. Wright

Internal Address: \_\_\_\_\_

Street Address: 1959 South Power Road  
Suite 103-376

City: Mesa

State: Arizona Zip: 85206

Phone Number: (480) 270-4926

Docket Number: OnePass

Email Address: mwright@wrightlawgroup.com

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ /Mark F. Wright/

13 Oct. 2016

Signature

Date

Mark F. Wright

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

**RECORDED: 10/13/2016**

**REEL: 005899 FRAME: 0847**