

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413384

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/02/2016

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Polestar Performance Programs, Inc.		11/04/2016	Corporation: WYOMING

**RECEIVING PARTY DATA**

<b>Name:</b>	American Institute for Chartered Property Casualty Underwriters
<b>Street Address:</b>	720 Providence Road, Suite 100
<b>City:</b>	Malvern
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19355
<b>Entity Type:</b>	Corporation: PENNSYLVANIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3246499	POLESTAR PERFORMANCE PROGRAMS, INC.
<b>Registration Number:</b>	3271968	PRODUCER PERFORMANCE DEVELOPMENT PROGRAM

**CORRESPONDENCE DATA**

Fax Number: 3125726686

*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: (312) 929-1950

Email: kpendo@clpchicago.com

Correspondent Name: Kimberly A. Pendo

Address Line 1: 333 W. Wacker Drive, Suite 810

Address Line 4: Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Kimberly A. Pendo
<b>SIGNATURE:</b>	/Kimberly A. Pendo/
<b>DATE SIGNED:</b>	01/24/2017

**Total Attachments: 11**

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Entity# : 12673  
Date Filed : 11/23/2016  
Effective Date : 12/02/2016  
Pedro A. Cortés  
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Return document by mail to:  
1025853250PA  
Name  
cis-ctharrisburgfulfillment  
Address @waterskluwer.com  
City State Zip Code  
 Return document by email to:

Statement of Merger



TCO161123JD0439

Read all instructions prior to completing.

Fee: \$70 plus \$40 for each association that is a party to the merger  
The minimum amount to be submitted with this filing is \$150

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 335 (relating to Statement of merger), the undersigned, desiring to effect a merger, hereby states that:

A. For the surviving association:

1. The name of the surviving association is: American Institute for Chartered Property Casualty Underwriters
2. The jurisdiction of formation of the surviving association: Pennsylvania
3. The type of association of the surviving association is (check only one):
  - Business Corporation
  - Nonprofit Corporation
  - Limited Liability Company
  - Limited Partnership
  - Limited Liability (General) Partnership
  - Limited Liability Limited Partnership
  - Business Trust
  - Professional Association
  - Other \_\_\_\_\_

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COMM OF PA  
DEPT OF STATE

TRADEMARK  
REEL: 005971 FRAME: 0589





**C. Effective date of statement of merger** (check, and if appropriate complete, one of the following):

- This Statement of Merger shall be effective upon filing in the Department of State.
- This Statement of Merger shall be effective on: 12/02/2016 at 5:00 PM EST  
Date (MM/DD/YYYY) Hour (if any)

**D. Approval of merger by merging associations** (check all applicable statement(s)):

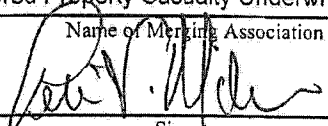
- For domestic entities – The merger was approved in accordance with 15 Pa.C.S. Chapter 3, Subchapter C (relating to merger).
- For foreign associations – The merger was approved in accordance with the laws of the jurisdiction of formation.
- For domestic associations that are not domestic entities – The merger was approved by the interest holders of the merging association in the manner required by its organic law.

**E. Attachments** (see Instructions for required and optional attachments).

IN TESTIMONY WHEREOF, the undersigned merging associations have caused this Statement of Merger to be signed by duly authorized officers thereof this 16th day of November, 20 16.

American Institute for Chartered Property Casualty Underwriters

Name of Merging Association

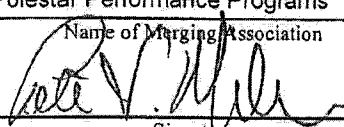
  
Signature

President and Chief Executive Officer

Title

Polestar Performance Programs

Name of Merging Association

  
Signature

President

Title

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, ED MURRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

**CERTIFICATE OF MERGER**

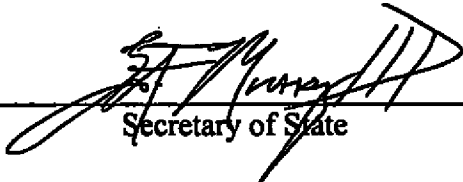
**Polestar Performance Programs (Wyoming) (Qualified Non-survivor)**

**Merged into American Institute for Chartered Property Casualty Underwriters (Pennsylvania)  
(Unqualified Survivor)**

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 21st day of November, 2016.



Filed Date: 11/01/2016

  
Secretary of State

By: Kit Bennett

GOPY

ARTICLES OF MERGER  
OF  
AMERICAN INSTITUTE FOR CHARTERED  
PROPERTY CASUALTY UNDERWRITERS

(a Pennsylvania Nonprofit Corporation)

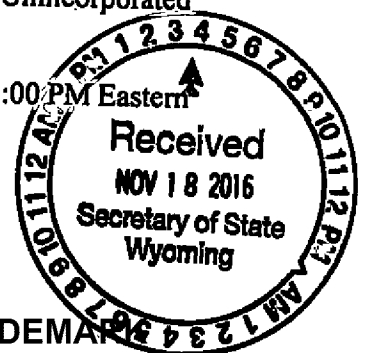
AND

POLESTAR PERFORMANCE PROGRAMS

(a Wyoming Corporation)

Pursuant to Article 11 of the Wyoming Business Corporation Act ("Act"), the undersigned, being President of Polestar Performance Programs, a Wyoming corporation, and President and Chief Executive Officer of American Institute for Chartered Property Casualty Underwriters, a Pennsylvania nonprofit corporation (collectively, the "Constituent Corporations"), HEREBY CERTIFIES as follows:

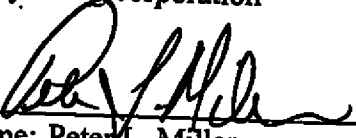
1. The names of each of the Constituent Corporations are Polestar Performance Programs, a Wyoming corporation, and American Institute for Chartered Property Casualty Underwriters, a Pennsylvania nonprofit corporation;
2. In accordance with an agreement and plan of merger (the "Plan of Merger") between the Constituent Corporations, Polestar Performance Programs, a Wyoming corporation, ceased to exist and merged with and into American Institute for Chartered Property Casualty Underwriters, a Pennsylvania nonprofit corporation (the "Merger");
3. The survivor of the Merger between the Constituent Corporations is American Institute for Chartered Property Casualty Underwriters, a Pennsylvania nonprofit corporation (the "Survivor");
4. The articles of incorporation of the Survivor were not amended, and a new corporation was not created, as a result of the Merger;
5. The Merger and Plan of Merger between the Constituent Corporations were duly approved by the Board of Directors and the sole stockholder of Polestar Performance Programs, a Wyoming corporation, in accordance with the requirements of Section 704 of the Act;
6. The Merger and Plan of Merger were duly authorized by the Survivor in accordance with the requirements of Section 331 of the Pennsylvania Corporations and Unincorporated Associations Code;
7. These Articles of Merger shall take effect on December 2, 2016 at 5:00 PM Eastern Time.



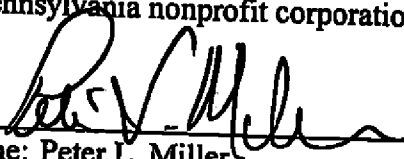


IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be executed by its duly authorized officer.

**POLESTAR PERFORMANCE PROGRAMS**  
a Wyoming corporation

By:   
Name: Peter L. Miller  
Title: President

**AMERICAN INSTITUTE FOR CHARTERED  
PROPERTY CASUALTY UNDERWRITERS,**  
a Pennsylvania nonprofit corporation

By:   
Name: Peter L. Miller  
Title: President and Chief Executive Officer

EXECUTED this 4<sup>th</sup> day of November 2016.

**AGREEMENT AND PLAN OF MERGER BETWEEN  
POLESTAR PERFORMANCE PROGRAMS  
AND AMERICAN INSTITUTE FOR  
CHARTERED PROPERTY CASUALTY UNDERWRITERS**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated November 1, 2016 by and between Polestar Performance Programs (d/b/a Polestar Performance Programs, Inc.), a Wyoming corporation ("Polestar"), and American Institute for Chartered Property Casualty Underwriters, a Pennsylvania nonprofit corporation ("AICPCU" and, together with Polestar, the "Constituent Corporations").

WHEREAS, Polestar is a corporation duly organized and existing under the laws of the State of Wyoming and AICPCU is a nonprofit corporation duly organized and existing under the laws of the State of Pennsylvania; and

WHEREAS, the sole stockholder of Polestar and the Boards of each of the Constituent Corporations have determined that it is advisable and in its corporation's best interests for Polestar to be merged with and into AICPCU, with AICPCU being the surviving corporation, on the terms and conditions set forth herein.

THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. Approval of Merger.

(a) The Board of Directors and the sole stockholder of Polestar shall approve and adopt this Agreement, as applicable, in accordance with the Wyoming Business Corporation Act, as amended ("Wyoming Act").

(b) The Board of Trustees of AICPCU shall approve and adopt this Agreement, as applicable, in accordance with the Pennsylvania Corporations and Unincorporated Associations Code, as amended ("Pennsylvania Act").

2. Merger. At the Effective Time (as such term is defined herein), the separate existence of Polestar shall cease and Polestar shall be merged with and into AICPCU (the "Merger"), which shall continue its corporate existence and be the corporation surviving the Merger. AICPCU, as it will exist following the Merger, is sometimes hereinafter referred to as the "Surviving Corporation."

3. Effective Time. The Constituent Corporations shall file articles of merger with the Secretary of State of Wyoming and a statement of merger with the Department of State of Pennsylvania with respect to the Merger, as required by the Wyoming Act and the Pennsylvania Act, respectively, after satisfaction of the requirements of the laws of the State of Wyoming and the State of Pennsylvania, and the Merger shall become effective at 5:00 PM Eastern Time on December 2, 2016 (the "Effective Time"), in accordance with applicable law.

4. Terms of Merger. The terms and conditions of the Merger are as follows:

(a) The name of the Surviving Corporation, following the Effective Time of the Merger, shall remain “**American Institute for Chartered Property Casualty Underwriters.**”

(b) As of the Effective Time, the Articles of Incorporation and Bylaws of the Surviving Corporation shall be the Articles of Incorporation and Bylaws of AICPCU as they existed immediately prior to the Effective Time.

(c) All shares of capital stock of Polestar shall be deemed cancelled at the Effective Time.

(d) As of the Effective Time, the members of the Board of Trustees and officers of the Surviving Corporation shall be the same members of the Board of Trustees and officers of AICPCU as they were immediately prior to the Effective Time. Thereafter, other persons may be elected or appointed as directors or officers of the Surviving Corporation from time to time in accordance with the Surviving Corporation’s bylaws.

(e) From and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, provided, however, that the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

(f) AICPCU hereby agrees that, as of the Effective Time, it may be served with process in the State of Wyoming in any proceeding for enforcement of any obligation of Polestar, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to § 1302 of the Wyoming Act. Effective as of the Effective Time, AICPCU irrevocably appoints the Secretary of State of the State of Wyoming as its agent to accept service of process in any such suit or other proceedings, and a copy of such process shall be mailed by the Secretary of State of the State of Wyoming to c/o American Institute for Chartered Property Casualty Underwriters, 720 Providence Road, Suite 100, Malvern, PA U.S.A. 19355-3433.

(g) The proper officers, directors and trustees of the Constituent Corporations shall execute and deliver all such documents and take all such actions as may be necessary or advisable, or as may be requested by the Surviving Corporation from time to time, in order to

vest fully all the property rights of the Constituent Corporations in the Surviving Corporation and otherwise carry out the intent of this Agreement and the transactions contemplated hereby.

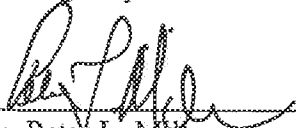
(h) Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by the mutual consent of the Constituent Corporations, evidenced by appropriate resolutions of their respective Boards, at any time prior to filing with the Secretary of State.

(i) The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Pennsylvania.

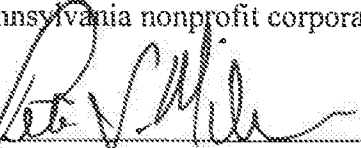
[Remainder of Page Left Intentionally Blank—Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on this 4<sup>th</sup> day of November 2016.

**POLESTAR PERFORMANCE PROGRAMS, INC.,**  
a Wyoming corporation

By:   
Name: Peter L. Miller  
Title: President

**AMERICAN INSTITUTE FOR CHARTERED PROPERTY CASUALTY  
UNDERWRITERS,**  
an Pennsylvania nonprofit corporation

By:   
Name: Peter L. Miller  
Title: President and Chief Executive Officer