

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421102

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/10/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
iXsystems, Inc.	FORMERLY Offmyserver, Inc.	06/10/2010	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	iXsystems, Inc.
Street Address:	2490 Kruse Dr.
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3322770	IXSYSTEMS

CORRESPONDENCE DATA

Fax Number: 6502138199

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: (650) 213-8100

Email: jeffburke@jeffburke.com

Correspondent Name: iXsystems, Inc.

Address Line 1: 2490 Kruse Dr.

Address Line 4: San Jose, CALIFORNIA 95131

NAME OF SUBMITTER:	Jeffrey Burke
SIGNATURE:	/Jeffrey Burke/
DATE SIGNED:	03/25/2017

Total Attachments: 12

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 11 page(s) is a full, true and correct copy of the original record in the custody of this office.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 10 2010

DEBRA BOWEN
Secretary of State



Delaware

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*The First State***ENDORSED - FILED**
in the office of the Secretary of State
of the State of California

JUN 10 2010

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:

"IXSYSTEMS, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "IXSYSTEMS, INC." UNDER THE NAME OF
"IXSYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE THE EIGHTH DAY OF JUNE, A.D. 2010, AT 7:20 O'CLOCK P.M.

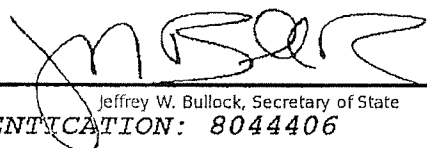
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
KENT COUNTY RECORDER OF DEEDS.



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100640186

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8044406

DATE: 06-09-10

TRADEMARK
REEL: 006018 FRAME: 0959

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

IXSYSTEMS, INC., a California corporation

INTO

IXSYSTEMS, INC., a Delaware corporation

IXSYSTEMS, INC., a corporation incorporated and existing under the laws of the State of California (the "Parent"),

DOES HEREBY CERTIFY:

FIRST: That Parent was incorporated pursuant to the provisions of the General Corporation Law of the State of California on October 21, 2002.

SECOND: That Parent owns all of the outstanding shares of the capital stock of IXSYSTEMS, INC., a corporation incorporated pursuant to the provisions of the General Corporation Law of the State of Delaware ("iXsystems Delaware") on April 1, 2010.

THIRD: That the Parent's Board of Directors (the "Board"), by the following resolutions duly adopted on April 12, 2010 pursuant to a unanimous written consent, determined to merge the Parent with and into iXsystems Delaware pursuant to Section 253 of the Delaware General Corporation Law:

WHEREAS, the Corporation desires to merge into iXsystems Delaware, pursuant to Section 1110 of the California General Corporation Law and Section 253 of the Delaware General Corporation Law (the "Merger");

WHEREAS, the Corporation desires to enter into a Reincorporation Merger Agreement substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), which sets forth the terms and conditions of the Merger; and

WHEREAS, the Board deems it to be in the best interest of the Corporation and its shareholders for the Corporation to consummate the Merger and to enter into the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and conditions of the Merger Agreement, together with such changes thereto as any officer of the Corporation may deem necessary and appropriate, are hereby adopted and approved in all respects;

RESOLVED FURTHER, that the Merger and any other transactions contemplated by the Merger Agreement are hereby approved in all respects;

RESOLVED FURTHER, that the Merger Agreement shall be submitted to the shareholders of the Corporation for approval by the holders of at least a majority of the

outstanding shares of common stock and each series of preferred stock of the Corporation; and

RESOLVED FURTHER, that at the effective time of the Merger, by virtue of the Merger and without any further action on the part of the Corporation, iXsystems Delaware, the Board or any shareholder or other party: (i) each outstanding share of iXsystems Delaware shall be canceled and retired and shall cease to exist; (ii) each outstanding share of the Corporation's Common Stock shall be converted into and become the right to receive one share of iXsystems Delaware's Common Stock, par value \$0.0001 per share; (iii) each outstanding share of the Corporation's Series A Preferred Stock shall be converted into and become the right to receive one share of iXsystems Delaware's Series A Preferred Stock, par value \$0.0001 per share; (iv) each outstanding option, warrant or right to purchase the Corporation's Common Stock shall be converted into and become an option, warrant or right to purchase iXsystems Delaware's Common Stock; and (v) iXsystems Delaware, as the surviving corporation, shall assume all of the liabilities of the Corporation.

FOURTH: The Merger has been approved by the holders of at least a majority of the outstanding shares of common stock and each series of preferred stock of the Parent.

IN WITNESS WHEREOF, said parent corporation has caused this Certificate to be signed by an authorized officer this 8th day of June, 2010.

IXSYSTEMS, INC., a California corporation

By: /s/ Michael Lauth
Authorized Officer

Name: Michael Lauth
Print or Type

Title: Chief Executive Officer

EXHIBIT A

REINCORPORATION MERGER AGREEMENT

OF

IXSYSTEMS, INC.
(A Delaware Corporation)

AND

IXSYSTEMS, INC.
(A California Corporation)

THIS REINCORPORATION MERGER AGREEMENT, dated as of April 12, 2010 (the "Agreement"), is made by and between iXsystems, Inc., a Delaware corporation ("iXsystems Delaware"), and iXsystems, Inc., a California corporation ("iXsystems California"). iXsystems Delaware and iXsystems California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. iXsystems California is a corporation duly organized and existing under the laws of the State of California. On the date hereof, the total number of shares of Common Stock, par value \$.0001 per share, of iXsystems California (the "iXsystems California Common Stock"), authorized to be issued is 13,500,000, and the total number of shares of Class A Preferred Stock of iXsystems California (the "iXsystems California Preferred Stock") authorized to be issued is 3,297,609. As of April 12, 2010, there were 7,070,000 shares of iXsystems California Common Stock issued and outstanding, and 3,297,609 shares of iXsystems California Series A Preferred Stock were issued and outstanding.

B. iXsystems Delaware is a corporation duly organized and existing under the laws of the State of Delaware. On the date hereof, the total number of shares of Common Stock, \$.0001 par value per share (the "iXsystems Delaware Common Stock") authorized to be issued is 13,500,000, and the total number of shares of Series A Preferred Stock, \$.0001 par value per share (the "iXsystems Delaware Preferred Stock") authorized to be issued is 3,297,609. As of the date hereof, 100 shares of iXsystems Delaware Common Stock were issued and outstanding, all of which were held by iXsystems California, and no shares of iXsystems Delaware Preferred Stock were issued and outstanding.

C. iXsystems Delaware is a wholly owned subsidiary of iXsystems California.

D. The Board of Directors of iXsystems California has determined that, for the purpose of effecting the reincorporation of iXsystems California in the State of Delaware, it is advisable and in the best interests of iXsystems California and its shareholders that iXsystems California merge with and into iXsystems Delaware upon the terms and conditions provided herein.

E. The respective Boards of Directors of iXsystems Delaware and iXsystems California have approved and adopted this Agreement and have directed that this Agreement be submitted to a vote of their sole stockholder and shareholders, respectively, and executed by the undersigned officers.

F. The sole stockholder of iXsystems Delaware and the shareholders of iXsystems California have approved and adopted this Agreement.

G. The Merger (as hereinafter defined) is intended to qualify as a reorganization described in Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, iXsystems Delaware and iXsystems California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

MERGER

1.1 Merger.

In accordance with the provisions of this Agreement, the Delaware General Corporation Law (the "DGCL") and the California General Corporation Law (the "CGCL"), iXsystems California shall be merged with and into iXsystems Delaware (the "Merger"), the separate existence of iXsystems California shall cease, and iXsystems Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. iXsystems Delaware shall be, and is sometimes referred to herein as, the "Surviving Corporation." The name of the Surviving Corporation shall be iXsystems, 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 each Constituent Corporation in accordance with the requirements of the DGCL and the CGCL;

(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 Certificate of Ownership and Merger meeting the requirements of the DGCL shall have been filed with the Secretary of State of the State of Delaware (the "Delaware Certificate"); and

(d) a certified copy of the Delaware Certificate, as provided in Section 1108 of the CGCL, shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, 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 iXsystems California shall cease and iXsystems 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 its and iXsystems California's Boards of Directors;
- (iii) succeed, without other transfer, to all of the assets, rights, powers and property of iXsystems California 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 iXsystems Delaware 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 iXsystems California in the same manner as if iXsystems Delaware had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the CGCL.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation.

The Certificate of Incorporation of iXsystems Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 By-Laws.

The By-Laws of iXsystems Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers.

The directors and officers of iXsystems California immediately prior to 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 By-Laws of the Surviving Corporation.

ARTICLE III

MANNER OF CONVERSION OF STOCK

3.1 iXsystems California Common Stock.

Upon the Effective Date of the Merger, each share of iXsystems California Common Stock, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by either of the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation.

3.2 iXsystems California Equity Plans.

Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue any and all restricted stock, stock option, stock incentive, stock appreciation right and other equity-based grants, whether or not formally adopted as plans, heretofore approved by iXsystems California (individually, an "Equity Plan" and, collectively, the "Equity Plans"), and shall reserve for issuance under each Equity Plan a number of shares of iXsystems Delaware Common Stock equal to the number of shares of iXsystems California Common Stock so reserved immediately prior to the Effective Date of the Merger. Each agreement to purchase stock with a right of repurchase in favor of iXsystems California, unexercised option or other right to purchase iXsystems California Common Stock granted under and by virtue of any such Equity Plan which is outstanding immediately prior to the Effective Date of the Merger shall, upon the Effective Date of the Merger, become an option or right to purchase iXsystems Delaware Common Stock on the basis of one share of iXsystems Delaware Common Stock for each share of iXsystems California Common Stock issuable pursuant to any such option or stock purchase right, and otherwise on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to any such iXsystems California option or stock purchase right. Each other equity-based award relating to iXsystems California Common Stock granted or awarded under any of the Equity Plans which is outstanding immediately prior to the Effective Date of the

Merger shall, upon the Effective Date of the Merger, become an award relating to iXsystems Delaware Common Stock on the basis of one share of iXsystems Delaware Common Stock for each share of iXsystems California Common Stock to which such award relates and otherwise on the same terms and conditions applicable to such award immediately prior to the Effective Date of the Merger.

3.3 iXsystems Delaware Common Stock.

Upon the Effective Date of the Merger, each of the 100 shares of iXsystems Delaware Common Stock held by iXsystems California shall be canceled and returned to the status of authorized but unissued shares, by virtue of the Merger and without any action by iXsystems Delaware.

3.4 Exchange of Certificates.

In the event that iXsystems California has issued any stock certificates or other indicia of stock ownership requiring action under the CGCL, the Board of Directors shall establish reasonable and appropriate procedures for the conversion of such to stock certificates of iXsystems Delaware.

ARTICLE IV

GENERAL

4.1 Covenants of iXsystems Delaware.

iXsystems Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the CGCL;

(b) file any and all documents with the California Franchise Tax Board necessary for the assumption by iXsystems Delaware of all of the franchise tax liabilities of iXsystems California;

(c) file the Delaware Certificate with the Secretary of State of the State of Delaware;

(d) file a certified copy of the Delaware Certificate with the Secretary of State of the State of California; and

(e) take all such other actions as may be required by the DGCL and the CGCL to effect the Merger.

4.2 Covenants of iXsystems California.

iXsystems California covenants and agrees that it will, on or before the Effective Date of the Merger, take all such other actions as may be required by the DGCL and the CGCL to effect the Merger.

4.3 Further Assurances.

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

4.4 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 iXsystems California or iXsystems Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of iXsystems California or the sole stockholder of iXsystems Delaware or both.

4.5 Amendment.

The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Delaware and California, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not, unless approved by the stockholders as required by law: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement, if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.6 Agreement.

Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation.

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 CGCL.

4.8 Counterparts.

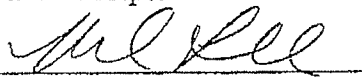
This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed to be an original and all of which, together, shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

IXSYSTEMS, INC.,
a California corporation

By: 
Michael Lauth, CEO

IXSYSTEMS, INC.,
a Delaware corporation

By: 
Michael Lauth, CEO

