

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	12/01/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sanchez Computer Associates, LLC		12/01/2016	Limited Liability Company: DELAWARE

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Fidelity Information Services, LLC	12/01/2016	Limited Liability Company: ARKANSAS

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Fidelity Information Services, LLC
Street Address:	601 Riverside Avenue
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32204
Entity Type:	Limited Liability Company: ARKANSAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1480502	PROFILE
Registration Number:	2793691	SANCHEZ WEBCLIENT

CORRESPONDENCE DATA

Fax Number: 2023545232

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: 2028083570

Email: docketing@kelly-ip.com

Correspondent Name: David M. Kelly

Address Line 1: Kelly IP, LLP

Address Line 2: 1919 M Street, N.W., Suite 610

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 120.0660

OP \$65.00 1480502

NAME OF SUBMITTER:	David M. Kelly
SIGNATURE:	/David M. Kelly/
DATE SIGNED:	04/13/2017
Total Attachments: 14 source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page1.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page2.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page3.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page4.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page5.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page6.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page7.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page8.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page9.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page10.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page11.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page12.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page13.tif source=Sanchez Computer Associates LLC Merger into FIS LLC filed 120116 (671982xD1162)#page14.tif	

Delaware

The First State

Page 1

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:

WITH AND INTO "FIDELITY INFORMATION SERVICES, LLC" UNDER THE NAME OF "FIDELITY INFORMATION SERVICES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARKANSAS, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF DECEMBER, A.D. 2016, AT 12:16 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6235444 8100M
SR# 20166857629

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

Authentication: 203429298
Date: 12-01-16

TRADEMARK
REEL: 006034 FRAME: 0456

STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN LIMITED LIABILITY COMPANY

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is Fidelity Information Services, LLC, a Foreign Limited Liability Company.

Second: The jurisdiction in which this Limited Liability Company was formed is Arkansas.

Third: The name of the Limited Liability Company being merged into the Limited Liability Company is Sanchez Computer Associates, LLC, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

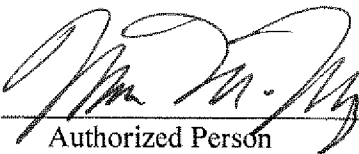
Fifth: The name of the surviving foreign Limited Liability Company is Fidelity Information Services, LLC.

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign limited Liability Company and the address thereof is 601 Riverside Avenue, Jacksonville, FL 32204.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign limited liability company, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving foreign Limited Liability Company agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 601 Riverside Avenue, Jacksonville, FL 32204.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by it's authorized person, this 1 day of December, A.D., 2016.

By: 
Authorized Person

Name: Marc M. Mayo
Print or type

STATE OF ARKANSAS



Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Merger

of

SANCHEZ COMPUTER ASSOCIATES, LLC

with and into

FIDELITY INFORMATION SERVICES, LLC

filed in this office December 1, 2016.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 1st day of December, 2016.

Mark Martin

Arkansas Secretary of State

TRADEMARK

REEL: 006034 FRAME: 0459



ARTICLES OF MERGER

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, Florida 33204

December 1, 2016

Arkansas Secretary of State
1401 W. Capitol, Suite 250
Little Rock, Arkansas 72201

Dear Sir or Madam:

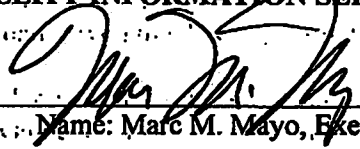
Attached hereto as Exhibit A please find an Agreement of Merger, dated as of December 1, 2016, by and between Sanchez Computer Associates, LLC, a Delaware limited liability company ("Sanchez") and Fidelity Information Services, LLC, an Arkansas limited liability company ("FIS") (the "Merger Agreement"). The purpose of this letter is to accompany the filing of the Merger Agreement, in accordance with the Arkansas Small Business Entity Tax Pass Through Act.

The Merger Agreement sets forth the terms of the merger of Sanchez with and into FIS, with FIS as the surviving company. The sole member of Sanchez has approved of the merger and the Merger Agreement. Additionally, the sole member of FIS has approved of the merger and the Merger Agreement. The Merger Agreement is effective as of December 1, 2016, and does not provide for any changes to the organizational documents of FIS as the surviving company.

The undersigned certifies that the merger was approved as required by the surviving organization's governing statute and includes the information required by A.C.A. § 4-32-1208. The undersigned understands that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to \$100.00 and/or imprisonment up to 30 days.

Best regards,

FIDELITY INFORMATION SERVICES, LLC

By: 
Name: Marc M. Mayo, Executive Vice President, Chief Legal Officer and Corporate Secretary

[enclosures]

EXHIBIT A

MERGER AGREEMENT

MERGER AGREEMENT

This Merger Agreement, dated as of December 1, 2016 (this "Agreement"), is entered into by and between Sanchez Computer Associates, LLC, a Delaware limited liability company ("Sanchez"), and Fidelity Information Services, LLC, an Arkansas limited liability company (the "Company").

RECITALS

WHEREAS, Sanchez has 100 limited liability company units of which 100 units are issued and outstanding (each, an "LLC Unit" and, collectively, the "LLC Units").

WHEREAS, as of the Effective Time (as defined below), all of the LLC Units are owned by the Company.

WHEREAS, the parties desire to merge Sanchez with and into the Company, pursuant to which the Company will continue as the surviving company and the separate existence of Sanchez will cease, upon the terms and subject to the conditions set forth in this Agreement (the "Merger").

WHEREAS, the sole member of the Company and the sole member of Sanchez (a) have each (i) determined that the Merger is advisable and in the best interests of the Company and Sanchez and (ii) approved and adopted this Agreement and (b) approve the Merger.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements set forth in this Agreement, Sanchez and the Company hereby agree as follows:

I. THE MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Arkansas Small Business Entity Tax Pass Through Act Law (the "AR LLCA") and the Delaware Limited Liability Company Act (the "DE LLCA"), at the Effective Time (as defined below), Sanchez will be merged with and into the Company, Sanchez's separate existence will cease and the Company will be the surviving company in the Merger and shall succeed to and assume all the rights and obligations of Sanchez. The Company, as the surviving company after the Merger, is herein sometimes referred to as the "Surviving Company."

1.2 **Filing and Effectiveness.** Immediately after signing this Agreement, the parties will cause (i) a Certificate of Merger (the "Certificate of Merger") in substantially the form of Exhibit A hereto, meeting the requirements of the DE LLCA, to be executed and filed with the Secretary of State of the State of Delaware and (ii) Articles of Merger (the "Articles of Merger") in substantially the form of Exhibit B hereto, meeting the requirements of the AR LLCA, to be executed and filed with the Secretary of State of the State of Arkansas. The Merger will become effective at the time when the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware and the Articles of Merger have been duly filed with the Secretary of State of the State of Arkansas (the "Effective Time").

1.3 Effects of the Merger.

(a) **General.** The Merger will have the effects specified in Section 4-32-1209 of the AR LLCA.

(b) **Managers and Officers.** Following the Effective Time, the managers of the Company immediately prior to the Effective Time shall be the managers of the Surviving Company, and the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation, retirement,

disqualification or removal in accordance with applicable law and the certificate of formation and operating agreement of the Company.

(c) Effect on Capital Stock. At and as of the Effective Time, without any action on the part of Sanchez or the Company, as the case may be, or of any holder of any shares of capital stock of or other equity interest in Sanchez or the Company, the shares of capital stock and other securities of Sanchez and the Company will be treated as follows:

(i) Cancellation of the LLC Units. Each LLC Unit outstanding immediately prior to the Effective Time will be canceled without payment of any consideration therefor and shall cease to exist.

(ii) Surrender of LLC Units. At or before the Effective Time, the Company shall surrender any and all outstanding certificates representing LLC Units to the Surviving Company.

1.4 Taking of Necessary Action; Further Action. Prior to the Effective Time, the Company and Sanchez shall take all such action as shall be necessary or appropriate to effectuate the Merger. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers, and franchises of the Company and Sanchez, the officers and managers of the Surviving Company are fully authorized, in the name of and on behalf of the Company and Sanchez, to take, and the Company will cause them to take, all such lawful and necessary action.

II. GENERAL

2.1 Termination. Sanchez and the Company, by written agreement, may terminate this Agreement as to all parties and the Merger may be abandoned for any reason whatsoever, at any time prior to the Effective Time.

2.2 No Third Party Beneficiaries. There are no third party beneficiaries having rights under or with respect to this Agreement.

2.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to any choice of law principles.

2.4 Amendments. This Agreement may not be amended or modified except by a writing signed by all of the parties.

2.5 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement and understanding of the parties in respect of its subject matter and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

2.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative as of the date stated in the introductory paragraph of this Agreement.

**SANCHEZ COMPUTER ASSOCIATES,
LLC**

By:  _____

Name: Marc M. Mayo
Title: Executive Vice President, Chief Legal
Officer and Corporate Secretary

**FIDELITY INFORMATION SERVICES,
LLC**

By:  _____

Name: Marc M. Mayo
Title: Executive Vice President, Chief Legal
Officer and Corporate Secretary

EXHIBIT A
CERTIFICATE OF MERGER

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN LIMITED LIABILITY COMPANY**

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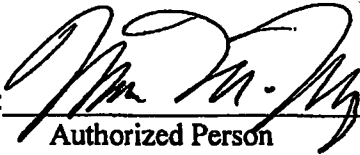
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IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by it's authorized person, this 1 day of December, A.D., 2016.

By: 
Authorized Person

Name: Marc M. Mayo
Print or type

EXHIBIT B
ARTICLES OF MERGER

ARTICLES OF MERGER

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, Florida 33204

December 1, 2016

Arkansas Secretary of State
1401 W. Capitol, Suite 250
Little Rock, Arkansas 72201

Dear Sir or Madam:

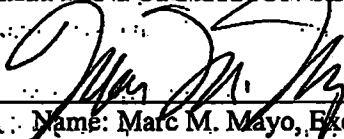
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