

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430740

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	06/01/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iGate Technologies Inc.		06/01/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capgemini America, Inc.		
<b>Street Address:</b>	400 Broadacres Drive		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Bloomfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07003		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4696149	SPRINTEST	
<b>Registration Number:</b>	2505064	NURSE NAVIGATOR	
<b>Serial Number:</b>	86338457	IBAS	
<b>Serial Number:</b>	86763816	ICAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6174430004		
<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>	617-443-9292		
<b>Email:</b>	cwalsh@sunsteinlaw.com		
<b>Correspondent Name:</b>	Kerry L. Timbers		
<b>Address Line 1:</b>	125 Summer Street		
<b>Address Line 2:</b>	Sunstein Kann Murphy & Timbers LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-1618		
<b>NAME OF SUBMITTER:</b>	Kerry L. Timbers		
<b>SIGNATURE:</b>	/Kerry L. Timbers/		
<b>DATE SIGNED:</b>	06/09/2017		

CH \$115.00 4696149

**Total Attachments: 12**

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.PA.GOV

Pepper Hamilton LLP  
Counter Pickup  
PA

CAPGEMINI AMERICA, INC.


THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WE WOULD LIKE TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE AT [www.dos.pa.gov/BusinessCharities](http://www.dos.pa.gov/BusinessCharities) OR YOU MAY CONTACT US BY TELEPHONE AT (717)787-1057. INFORMATION REGARDING BUSINESS AND UCC FILINGS CAN BE FOUND ON OUR SEARCHABLE DATABASE AT [www.corporations.pa.gov/Search/CorpSearch](http://www.corporations.pa.gov/Search/CorpSearch).

ENTITY NUMBER : 2885547

Entity# : 2885547  
Date Filed : 06/08/2016  
Effective Date : 07/01/2016  
Pedro A. Cortés  
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to:	<b>Statement of Merger</b>  TCO160610.M0427
Name	
Address	
City State Zip Code	
<input type="checkbox"/> Return document by email to:	

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: Capgemini America, Inc.
2. The jurisdiction of formation of the surviving association: New Jersey
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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PA. DEPT. OF STATE

TRADEMARK  
REEL: 006081 FRAME: 0366





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: 07/01/2016 at 12:01am.  
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). See agreement and plan of merger attached.

IN TESTIMONY WHEREOF, the undersigned merging associations have caused this Statement of Merger to be signed by duly authorized officers thereof this 1st day of June, 20 16.

iGate Technologies Inc.  
Name of Merging Association  
  
Signature  
Director & President  
Title

Capgemini America, Inc.  
Name of Merging Association  
  
Signature  
Chairman  
Title

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: 07/01/2016 at 12:01am  
Date (MM/DD/YYYY) Hour (if any)

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

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- 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). See agreement and plan of merger attached.

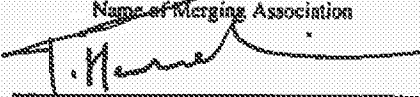
IN TESTIMONY WHEREOF, the undersigned merging associations have caused this Statement of Merger to be signed by duly authorized officers thereof this 1st day of June, 20 16.

iGate Technologies Inc.  
Name of Merging Association

\_\_\_\_\_  
Signature

Director & President  
Title

Capgemini America, Inc.  
Name of Merging Association

  
Signature

Chairman  
Title



**AGREEMENT AND PLAN OF MERGER**

**MERGING**

**IGATE TECHNOLOGIES INC.**

**WITH AND INTO**

**CAPGEMINI AMERICA, INC.**

**Effective as of July 1, 2016**

**TRADEMARK**

**REEL: 006081 FRAME: 0371**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of June 1, 2016, by and between iGate Technologies Inc., a Pennsylvania corporation ("IGATE TECH"), and Capgemini America, Inc., a New Jersey corporation ("CGA NJ").

#### RECITALS

WHEREAS, each of CGA NJ and IGATE TECH are wholly-owned subsidiaries of Capgemini North America, Inc. ("CGNA");

WHEREAS, CGA NJ was formed on December 18, 1984 and its sole stockholder, holding 1,100 shares of Class B common stock, no par value per share, is CGNA; and

WHEREAS, IGATE TECH was formed on February 24, 2000 and its sole stockholder, holding 100 shares of common stock, par value \$0.01, is CGNA; and

WHEREAS, in connection with an internal reorganization, the respective boards of directors of CGA NJ and IGATE TECH deem it advisable and in the best interests of CGA NJ and IGATE TECH, respectively, to merge IGATE TECH with and into CGA NJ (the "Merger") upon the terms and conditions set forth herein; and

WHEREAS, CGNA, as the sole stockholder of IGATE TECH, has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement, in accordance with the Pennsylvania Business Corporation Law, as amended (the "PBCL") and the New Jersey Business Corporation Act, as amended (the "NJBCA"), advisable and fair to, and in the best interests of, IGATE TECH; and

WHEREAS, the board of directors of CGA NJ has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement, in accordance with the NJBCA and the PBCL, advisable and fair to, and in the best interests of, CGA NJ; and

WHEREAS, the board of directors of IGATE TECH has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement, in accordance with the PBCL and the NJBCA, advisable and fair to, and in the best interests of IGATE TECH; and

WHEREAS, IGATE TECH and CGA NJ desire to provide for the consummation of the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with the authority contained in Section 331 of the PBCL and Section 14A:10 of the NJBCA, IGATE TECH shall be merged with and into CGA NJ at the Effective Date.

2. Effective Date. The Merger shall become effective at 12:01 a.m. on July 1, 2016 (the "Effective Date") upon the filing of the Statement of Merger and other appropriate documents with the Department of State of the Commonwealth of Pennsylvania and a Certificate of Merger with the Secretary of State of the State of New Jersey.

3. Effect of Merger. On the Effective Date, the separate legal existence of IGATE TECH shall cease (except as provided in paragraph 7 below) and CGA NJ shall be the surviving entity. The consummation of the Merger shall have the effects set forth in this Agreement and the applicable provisions of the PBCL and the NJBCA with respect to a merger of a non-New Jersey corporation with and into a New Jersey corporation such that, among other things, CGA NJ, as the surviving entity, shall possess all assets and property of every description and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of IGATE TECH, and, subject to the limitations specified in Section 336 of the PBCL, all obligations belonging to or due to IGATE TECH, all of which are vested in CGA NJ, as the surviving entity, without further act or deed. Title to any real estate or any interest in the real estate vested in IGATE TECH shall not revert or in any way be impaired by reason of the Merger.

4. Treatment of Shares and Interests. On the Effective Date, by virtue of the Merger and without any action on the part of CGA NJ and IGATE TECH or the equity holders thereof, respectively, the issued shares and treasury shares of IGATE TECH shall be cancelled and cease to exist and no cash or other consideration shall be delivered in exchange therefor. The shares of CGA NJ, as the surviving entity, shall remain unchanged, such that all issued and outstanding shares of CGA NJ, shall remain issued and outstanding and all other authorized shares shall remain authorized but unissued.

5. Certificate of Incorporation; Bylaws. The Certificate of Incorporation and the Bylaws of CGA NJ, as the surviving entity, in effect on the Effective Date shall be the Certificate of Incorporation and the Bylaws, respectively, until thereafter changed or amended as provided therein or by applicable law.

6. Directors and Officers. The directors and officers of CGA NJ as they exist on the Effective Date shall be the directors and officers of CGA NJ following the Effective Date, and shall hold such directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of CGA NJ.

7. Further Assurances. On the Effective Date, the separate existence of IGATE TECH shall cease, except that whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or rights in CGA NJ, as the surviving entity, the officers or other authorized representatives of IGATE TECH shall execute, acknowledge, and deliver those instruments and do those acts. For these purposes, the existence of IGATE TECH and the authority of its respective officers, directors or other authorized representatives are continued notwithstanding the Merger. Notwithstanding the foregoing, after the Effective Date, CGA NJ may execute and deliver such deeds, assignments, assurances and other documents and do all other things necessary or desirable to vest, perfect or confirm title to the property and rights of IGATE TECH and otherwise carry out the purposes of the Merger in the name of IGATE TECH or otherwise.

8. Effect of Merger. On or after the Effective Date, CGA NJ shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of IGATE TECH; all debts due to IGATE TECH on whatever account shall be vested in CGA NJ; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of CGA NJ as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in CGA NJ shall not revert or in any way be impaired by reason of the Merger, but shall be vested in CGA NJ, all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved and unimpaired, limited in lien to the property affected by such lien at the Effective Date of the Merger; all debts, liabilities, obligations and duties of the respective parties hereto shall thenceforth attach to CGA NJ and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

9. Principal Office / Registered Agent. From and after the Effective Date, the location of the principal office of CGA NJ shall remain the same as the principal office of CGA NJ prior to the Merger, and the name of its registered agent in New Jersey shall be that which is stated in the Certificate of Incorporation or Bylaws, as applicable, of CGA NJ.

10. Termination. This Agreement may be terminated and the Merger abandoned by either party hereto at any time prior to the Effective Date.

11. Amendment and Modification. This Agreement may be amended at any time prior to the Effective Date pursuant to an instrument in writing signed by all of the parties hereto in a manner not inconsistent with the NJBCA or the PBCL (as the case may be).

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable conflict or choice of law rules.

13. Severability. If any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect and such invalidity or unenforceability shall not affect the validity or enforceability of the other terms and provisions.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (whether delivered electronically or otherwise) and all of which together shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

**IGATE TECHNOLOGIES INC.**

By: 

Name: ~~Sujit Sircar~~

Title: Director & President

**CAPGEMINI AMERICA, INC.**

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

Name: Tim Bridges

Title: General Manager, Authorized Signatory

{Signature Page to Agreement and Plan of Merger}