

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433710

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/05/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Highsmith, LLC		04/05/2017	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Demco, Inc.
Street Address:	4810 Forest Run Road
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53704
Entity Type:	Corporation: WISCONSIN

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	74270029	CORRUBOARD
Serial Number:	74669625	HIGHSMITH
Serial Number:	87329677	HIGHSMITH
Serial Number:	77903559	HIGHSMITH
Serial Number:	77903574	HIGHSMITH
Serial Number:	73797864	HIGHSMITH
Serial Number:	73797897	HIGHSMITH
Serial Number:	77903642	REACH EVERY READER
Serial Number:	85191621	UPSTART
Serial Number:	75639067	UPSTART
Serial Number:	75639068	UPSTART
Serial Number:	74458978	UPSTART
Serial Number:	85191631	UPSTARTBOOKS

CORRESPONDENCE DATA

Fax Number: 4142713552

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.

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Email: tm-dept@quarles.com
Correspondent Name: Hillary J. Wucherer
Address Line 1: Quarles & Brady LLP - ATTN IP Docket
Address Line 2: 411 E. Wisconsin Ave., Suite 2350
Address Line 4: Milwaukee, WISCONSIN 53202-4426

NAME OF SUBMITTER: Hillary J. Wucherer

SIGNATURE: /Hillary J. Wucherer/

DATE SIGNED: 07/05/2017

Total Attachments: 9

source=File Stamped Articles of Merger - Highsmith LLC Into Demco#page1.tif
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ONLINE
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**ARTICLES OF MERGER OF
BOOPSIE, INC.
HIGHSMITH, LLC
EVANCED SOLUTIONS, LLC
READIT, LLC
AND
BRANCHANYWHERE, LLC
WITH AND INTO
DEMCO, INC.**

STATE OF WISCONSIN
FILED

APR - 6 2017

DEPARTMENT OF
FINANCIAL INSTITUTIONS

The undersigned corporation, in accordance with Section 180.1105 of the Wisconsin Business Corporation Law (the "WBCL") and Section 183.1204 of the Wisconsin Limited Liability Company Act (the "WLLCA"), hereby executes the following Articles of Merger:

1. The name, type of entity and jurisdiction of formation of each business entity that is a party to the merger is as follows:

<u>Name</u>	<u>Type of Entity</u>	<u>Jurisdiction of Formation</u>
Boopsie, Inc.	Corporation	Wisconsin
Highsmith, LLC	Limited liability company	Wisconsin
Evanced Solutions, LLC	Limited liability company	Wisconsin
ReadIt, LLC	Limited liability company	Wisconsin
BranchAnywhere, LLC	Limited liability company	Wisconsin
Demco, Inc.	Corporation	Wisconsin

2. The name of the surviving entity (the "Surviving Entity") is Demco, Inc.
3. The plan of merger is set forth in the Agreement and Plan of Merger attached hereto as Exhibit A which is made a part hereof.
4. The Plan of Merger was approved and adopted by the corporations in accordance with Section 180.1103 of the WBCL and by the limited liability companies in accordance with Section 183.1202 of the WLLCA.
5. None of the non-surviving business entities has a fee simple ownership interest in Wisconsin real estate.

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6. The Wisconsin business corporations that are parties to this merger are not direct or indirect wholly-owned subsidiaries or parents with respect to each other; therefore, the provisions of Section 180.11045 of the WBCL are not applicable to this Merger.
7. The Articles of Incorporation of the Surviving Entity shall not be affected by the Merger.

[signature appears on next page]

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Dated as of the 5th day of April, 2017.

DEMCO, INC.

By 

Name: Sandy Brandweier

Title: CEO

This document was drafted by:
Margaret E. M. Utterback
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, WI 53703-3095

STATE OF WISCONSIN
FILED

APR - 6 2017

DEPARTMENT OF
FINANCIAL INSTITUTIONS

APR - 6 2017

EXHIBIT A

DEPARTMENT OF
FINANCIAL INSTITUTIONS
AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is dated as of January 1, 2017 by and between Demeo, Inc., a Wisconsin corporation ("Acquiror"), Wall Family Enterprise, Inc., a Wisconsin corporation ("WFE"), Boopsie, Inc., a Wisconsin corporation ("Boopsie"), Highsmith, LLC, a Wisconsin limited liability company ("Highsmith"), Evanced Solutions, LLC, a Wisconsin limited liability company ("Evanced"), ReadIt, LLC, a Wisconsin limited liability company ("ReadIt"), and BranchAnywhere, LLC, a Wisconsin limited liability company ("BranchAnywhere") (each of Boopsie, Highsmith, Evanced, ReadIt and BranchAnywhere, an "Acquired Company" and, collectively, with Acquiror and WFE, the "Parties").

RECITALS

WHEREAS, the respective Boards of Directors, Managers and/or Members of the Parties have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective company;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Acquired Companies, in accordance with the Wisconsin Business Corporation Law and the Wisconsin Limited Liability Company Act (collectively, the "WBCL"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Acquired Company" has the meaning set forth in the Preamble.

"Acquiror" has the meaning set forth in the Preamble.

"Agreement" has the meaning set forth in the Preamble.

"Effective Time" means the date and time upon which the Merger contemplated by this Agreement will be effective, which shall be at the time and on the date specified in the articles of merger.

"Merger" has the meaning set forth in the Recitals.

"Parties" has the meaning set forth in the Preamble.

"Surviving Corporation" has the meaning set forth in Section 2.1.

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“WBCL” has the meaning set forth in the Recitals.

Any other terms defined herein have the meaning so given them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the WBCL, each Acquired Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of each Acquired Company shall cease and the Acquiror shall be the surviving corporation (the “Surviving Corporation”). The effects and consequences of the Merger shall be as set forth in this Agreement and the WBCL.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the WBCL, and the articles of incorporation of the Acquiror then in effect at the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the WBCL.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the WBCL.

ARTICLE III: CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion or Cancellation of Shares. The manner and basis of converting each Acquired Company’s ownership interests (“Acquired Company Ownership Interests”) into shares, obligations, or other securities of the Surviving Corporation are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company’s shareholders:

- (a) Each Acquired Company Ownership Interest that is owned by the Acquiror, WFE, or any Acquired Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and
- (b) Each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each Acquired Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each Acquired Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or

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any interest therein vested in each Acquired Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of each Acquired Company shall be preserved unimpaired, and all liens upon the property of each Acquired Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of each Acquired Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

ARTICLE IV: OTHER PROVISIONS

4.1 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.2 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.6 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Wisconsin without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

4.7 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Signature Page Follows]

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

WALL FAMILY ENTERPRISE, INC.

By Sandy Brandmeier

Name: Sandy Brandmeier

Title: CEO

DEMCO, INC.

By Sandy Brandmeier

Name: Sandy Brandmeier

Title: CEO

BOOPSIE, INC.

By Sandy Brandmeier

Name: Sandy Brandmeier

Title: CEO

HIGHSMITH, LLC

[Signature Page to Agreement and Plan of Merger]

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By 

Name: Sandy Brandmeier

Title: CEO

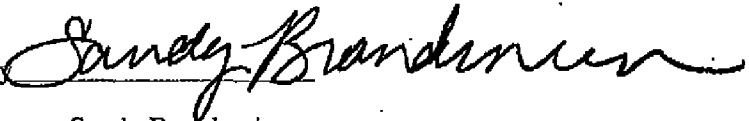
EVANCED SOLUTIONS, LLC

By 

Name: Sandy Brandmeier

Title: CEO

READIT, LLC

By 

Name: Sandy Brandmeier

Title: CEO

BRANCHANYWHERE, LLC

By 

Name: Sandy Brandmeier

Title: CEO

[Signature Page to Agreement and Plan of Merger]

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For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

ARTICLES OF MERGER - Ch. 180

DEMCO, INC.

Received Date: 4/5/2017

Filed Date: 4/6/2017

Filing Fee: \$150.00

Expedited Fee: \$25.00

Entity ID#: 1D07661

Total Fee: \$175.00

Articles of Merger, merging BOOPSIE, INC. (a WI domestic Corp) (Chap 180)(ID# W065261); HIGHSMITH, LLC (a WI domestic LLC)(Chap 183) (ID# D046973); EVANCED SOLUTIONS, LLC (a WI domestic LLC)(Chap 183) (ID# E041447); READIT, LLC (a WI domestic LLC)(Chap 183)(ID# R059192); BRANCHANYWHERE, LLC (a WI domestic LLC)(Chap 183)(ID# B069745)(ALL NON-SURVIVORS) into DEMCO, INC. (a WI domestic Corp)(Chap 180)(SURVIVOR)

Effective Date: April 5, 2017

OOS# 201704055211277