

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	03/31/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barometer, Inc.		03/31/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daptiv Solutions, LLC		
<b>Street Address:</b>	1111 Third Avenue, Suite 700		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3961450	BAROMETERIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164121263		
<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>	8168428600		
<b>Email:</b>	trademark.mpl@stinson.com		
<b>Correspondent Name:</b>	Stinson Leonard Street LLP		
<b>Address Line 1:</b>	50 South 6th Street, Ste 2600		
<b>Address Line 2:</b>	Cynthia Maust, Paralegal		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	2067921-0002		
<b>NAME OF SUBMITTER:</b>	Cynthia Maust		
<b>SIGNATURE:</b>	/Cynthia Maust/		
<b>DATE SIGNED:</b>	11/16/2017		
<b>Total Attachments: 9</b>			
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# 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:

"BAROMETER, INC.", A MINNESOTA CORPORATION,  
WITH AND INTO "DAPTIV SOLUTIONS, LLC" UNDER THE NAME OF "DAPTIV SOLUTIONS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF MARCH, A.D. 2017, AT 9:12 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2017 AT 8:02 O`CLOCK P.M.



A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

4843541 8100M  
SR# 20172127882

Authentication: 202295284  
Date: 03-30-17

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**TRADEMARK**  
**REEL: 006207 FRAME: 0145**

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into as of March 30, 2017, by and between Daptiv Solutions, LLC, a Delaware limited liability company ("Daptiv"), and Barometer, Inc., a Minnesota corporation and wholly-owned subsidiary of Daptiv ("Barometer").

### RECITALS

WHEREAS, the Board of Directors of Barometer and the managing member of Daptiv have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its equityholders;

WHEREAS, following the effective time of that certain merger of Changepoint USA LLC, a Delaware limited liability company with and into Daptiv, and pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein and in accordance with the Delaware Limited Liability Company Act, as amended (the "DLLCA") and with the Minnesota Business Corporations Act, as amended (the "MBCA"), Barometer shall be merged with and into Daptiv (the "Merger"), with Daptiv being the surviving entity after the effectiveness of such Merger;

WHEREAS, Daptiv has made an election to be treated as a corporation for United States federal income tax purposes; and

WHEREAS, for United States federal income tax purposes, the parties intend that the Merger qualify as a complete liquidation of Barometer into Daptiv pursuant to Sections 332 and 337 of the Internal Revenue Code of 1986 (the "Code"), as amended, and that this Agreement shall constitute a "plan of liquidation" as contemplated by Sections 332 and 337 of the Code and the Treasury Regulations promulgated thereunder.

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 1 The Merger

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 18-209 of the DLLCA and Section 302A.651 of the MBCA, Barometer shall be merged with and into Daptiv at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of Barometer shall cease, and Daptiv shall continue as the surviving entity (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DLLCA and the MBCA. Without limiting the generality of the foregoing, from the Effective Time, (a) all the properties, rights, privileges, immunities, powers and franchises, and all and every other interest, of Barometer shall vest in Daptiv, as the Surviving Entity, and (b) all debts,

liabilities, restrictions, obligations and duties of Barometer shall become the debts, liabilities, restrictions, obligations and duties of Daptiv, as the Surviving Entity. All rights of creditors and all liens upon any property of Barometer shall be preserved unimpaired, and all debts, liabilities, and duties of Barometer shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

1.2 Effective Time. The Merger shall be effected by the filing of a Certificate of Merger (the "Certificate of Merger"), in substantially the form attached hereto as Exhibit A, together with any other documents required to be filed to consummate the Merger, with the Secretary of State of the State of Delaware. The term "Effective Time" shall mean 8:02 p.m. Eastern Time on March 31, 2017.

## ARTICLE 2

### Certificate of Formation; Operating Agreement

2.1 Certificate of Formation. The Certificate of Formation of Daptiv (the "Certificate"), as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Entity from and after the Effective Time, until thereafter amended, restated or repealed as provided by the DLLCA.

2.2 Operating Agreement. The Second Amended and Restated Operating Agreement of Daptiv (the "Operating Agreement"), as in effect immediately prior to the Effective Time, shall be the operating agreement of the Surviving Entity from and after the Effective Time, until thereafter amended, restated or repealed as provided therein or by the DLLCA.

## ARTICLE 3

### Managing Member and Officers

3.1 Managing Member. The managing member of Daptiv immediately prior to the Effective Time shall be the managing member of the Surviving Entity from and after the Effective Time and shall hold such position until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate and Operating Agreement of the Surviving Entity or as otherwise provided by the DLLCA.

3.2 Officers. The officers of Daptiv immediately prior to the Effective Time shall be the officers of the Surviving Entity from and after the Effective Time and shall hold their respective offices until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate and Operating Agreement of the Surviving Entity or as otherwise provided by the DLLCA.

## ARTICLE 4

### Conversion and Exchange of Interests

4.1 Conversion of Interests. At the Effective Time, and without any action on the part of Daptiv or Barometer or any holder of any of the equity of either entity:

(a) each share of common stock, par value \$0.01 per share, of Barometer (the "Barometer Common Stock") issued and outstanding immediately prior to the Effective Time shall, by virtue of this Merger and without any action on the part of the holder thereof, be converted into and exchanged for one percentage interest of membership interests of the Surviving Entity ("Surviving Entity Units");

(b) each share of Barometer Common Stock that is owned by Daptiv or Barometer will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each Surviving Entity Unit issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

#### **ARTICLE 5** **Further Assurances**

If, at any time on or after the Effective Time, the Surviving Entity or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity title to and possession of any property or right of Barometer acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, Barometer and its directors, officers and members shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement; and the managing member and officer(s) of the Surviving Entity are fully authorized in the name of Barometer or otherwise to take any and all such action.

#### **ARTICLE 6** **Amendment**

Subject to applicable law, at any time prior to the Effective Time, the managing member and officer(s) of Daptiv and director(s) and officer(s) of Barometer may amend or abandon this Agreement without the vote of the constituent members.

#### **ARTICLE 7** **Terms & Conditions**

This Agreement sets forth all of the terms and conditions of the Merger.

**ARTICLE 8**  
**Miscellaneous**

8.1 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.

8.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and entirely to be performed within such State.

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

8.4 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 such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

8.5 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized persons as of the date first written above.

DAPTIV SOLUTIONS, LLC

By: Robb Warrick  
Name: Robb Warrick  
Title: Authorized Person

BAROMETER, INC.

By: Robb Warrick  
Name: Robb Warrick  
Title: Authorized Officer

[Signature Page to Agreement and Plan of Merger]

TRADEMARK

REEL: 006207 FRAME: 0150



Exhibit A  
Certificate of Merger  
(Attached)

CERTIFICATE OF MERGER

OF

BAROMETER, INC.  
(a Minnesota corporation)

WITH AND INTO

DAPTIV SOLUTIONS, LLC  
(a Delaware limited liability company)

Pursuant to Section 18-209 of the Limited Liability Company Act of the State of Delaware, as amended, and Section 302A.651 of the Minnesota Business Corporations Act, as amended, Daptiv Solutions, LLC, a Delaware limited liability company, hereby certifies the following information relating to the merger of Barometer, Inc., a Minnesota corporation, with and into Daptiv Solutions, LLC (the "Merger");

FIRST: The name, state of formation/organization and type of entity of each of the constituent entities to the Merger are as follows:

<u>Name</u>	<u>State of Formation/Organization</u>	<u>Type of Entity</u>
Barometer, Inc.	Minnesota	Corporation
Daptiv Solutions, LLC	Delaware	Limited Liability Company

SECOND: The Agreement and Plan of Merger, dated as of March 30, 2017 (the "Merger Agreement"), by and between the constituent entities, has been approved, adopted, certified, executed and acknowledged by each of the constituent entities.

THIRD: The name of the surviving entity of the Merger shall be Daptiv Solutions, LLC (the "Surviving Entity").

FOURTH: The certificate of formation of Daptiv Solutions, LLC as in effect immediately prior to the Merger shall be the certificate of formation of the Surviving Entity.

FIFTH: This Certificate of Merger, and the Merger provided for herein, shall become effective at 8:02 p.m. Eastern Time on March 31, 2017.

SIXTH: The executed Merger Agreement is on file at the office of the Surviving Entity, located at 1111 Third Avenue, Suite 700, Seattle, WA 98101.

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of any constituent entity.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Daptiv Solutions, LLC has caused this Certificate of Merger to be executed by a duly authorized person, as of the 30<sup>th</sup> day of March, 2017.

DAPTIV SOLUTIONS, LLC

By: Robb Warwick  
Name: ROBB WARWICK  
Title: Authorized Person

[Signature Page to Certificate of Merger]