

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM483072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/08/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mimio, LLC		06/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Boxlight, Inc.		
Street Address:	151 NE State Route, Suite A		
City:	Belfair		
State/Country:	WASHINGTON		
Postal Code:	98528		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2444207	MIMIO	
Registration Number:	2388693	MIMIO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	650-798-6700		
Email:	pltrademarks@klgates.com		
Correspondent Name:	Britt L. Anderson		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104-1158		
NAME OF SUBMITTER:	Britt L. Anderson		
SIGNATURE:	/Britt L. Anderson/		
DATE SIGNED:	07/23/2018		
Total Attachments: 8			
source=Mimio Merger#page1.tif			
source=Mimio Merger#page2.tif			
source=Mimio Merger#page3.tif			

CH \$65.00 2444207

source=Mimio Merger#page4.tif

source=Mimio Merger#page5.tif

source=Mimio Merger#page6.tif

source=Mimio Merger#page7.tif

source=Mimio Merger#page8.tif

ARTICLES OF MERGER
of
MIMIO, LLC
(a Delaware limited liability company)
with and into
BOXLIGHT, INC.
(a Washington corporation)

The undersigned, on behalf of the constituent business entities set forth below, pursuant to Section 18-209 of the Delaware limited liability act (the "Act") and Section 23B.11.090 of the Revised Code of Washington ("RCW"), state the following:

FIRST: (a) The name, state of organization and type of each of the constituent entities participating in the merger herein certified are:

(i) Mimio LLC, a Delaware limited liability company, the non-surviving limited liability company ("Mimio") being merged with and into Boxlight, Inc., a Washington surviving corporation; and

(ii) Boxlight, Inc., a Washington corporation being the surviving corporation ("Boxlight" or the "Surviving Entity").

(b) The name of the Surviving Entity organized under the state of Washington will continue to be Boxlight, Inc.

SECOND: Plan of Merger. Upon the terms and subject to conditions of that certain Agreement and Plan of Merger (the "Agreement") made as of October 1, 2016, by and among Boxlight, Inc., a Washington corporation, Mimio LLC, and Boxlight Corporation, the sole member of Mimio LLC and the sole stockholder of Boxlight, Inc. (the "Parent"), Mimio will be merged with and into the Surviving Entity in accordance with Section 252 of the TCW 23B.11.080. The merger will become effective (the "Effective Time") upon filing of the Articles of Merger with the Secretary of State of the State of Georgia and the Secretary of State of the State of Washington, which will occur on the same date.

THIRD: Organizational Documents; Directors and Officers. The articles of incorporation of Boxlight, Inc., as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Entity from and after the Effective Time until further amended in accordance with applicable law. The bylaws of Boxlight, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Entity from and after the Effective Time until amended in accordance with applicable law. The directors and officers of Boxlight in office immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity, and each shall hold his or her respective office or offices from and after the Effective Time until his or her successor shall have been elected and shall have qualified.

FOURTH: Manner and Basis of Converting Membership Interests:

(a) The authorized capital of Mimio consists of 1000 units of membership interests. At the Effective Time, the membership interests of Mimio beneficially owned by Parent, which constitute all of the issued and outstanding membership interests of Mimio, be extinguished, and, by virtue of the Merger and without any action on the part of Mimio or Boxlight, be converted into the right to receive a cash payment of \$100, payable by the Surviving Company at the Effective Time of the Merger.

(b) The authorized stock of Boxlight, Inc. consists of one class of shares of common stock. At the Effective Date, each share of common stock of Boxlight, issued and outstanding immediately prior to the Effective Time shall remain unaffected.

FIFTH: The executed plan of merger is on file at the principal place of business at 1045 Progress Circle, Lawrenceville, GA 30043, a place of business of the Surviving Entity.

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

SEVENTH: The terms and conditions of the Merger were advised, authorized, adopted, certified, and executed by each constituent business entity, in accordance with Section 18-209 of the Act and RCW 23B.11.030. The Merger was approved by the board of directors of the Surviving Entity and by Parent, as the sole member of Mimio and the sole stockholder of the Surviving Entity.

EIGHTH: The Secretary of State of Georgia is hereby appointed as agent of the Surviving Entity on whom process in Georgia in any action, suite, or proceeding for the enforcement may be served; the address to which a copy of the process it to be mailed.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 6th day of June 2017, to be effective as of the first day of October 2016.

Mimio LLC

By: Mark Elliott
Name MARK ELLIOTT
Title: CEO

Boxlight, Inc.

By: [Signature]
Name J. Henry Nunez
Title: President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of October 1, 2016 (the "Agreement") is entered into by and among BOXLIGHT, INC., a Washington corporation ("Boxlight"), MIMIO, LLC, a Delaware Limited Liability Company ("Mimio") and Boxlight Corporation, a Nevada corporation ("Parent"). Boxlight and Mimio shall sometimes be referred to herein collectively as the "Constituent Business Entities").

BACKGROUND

- A. Each of Boxlight and Mimio is a wholly-owned subsidiary of the Parent. Boxlight is a corporation duly organized and existing under the laws of the State of Washington. Mimio is a sole member limited liability company duly organized and existing under the laws of the State of Delaware.
- B. The authorized capital stock of Boxlight consists of 1000 shares of common stock, of which 1000 shares are issued and outstanding. The authorized capitalization of Mimio consists of 1000 units of Membership Interests.
- C. Parent, as the sole member and manager of Mimio, deems it advisable and in the best interests of Mimio to be merged with and into Boxlight, with Boxlight remaining as the surviving corporation under the laws of the State of Washington, and approved the plan of merger embodied in this Agreement in accordance with Section 18-209 of the Delaware limited liability act (the "Act").
- D. The board of directors of Boxlight deems it advisable and in the best interests of Boxlight to enter into this Agreement with Boxlight and the Parent contemplating the merger of Mimio into Boxlight, with Boxlight remaining as the surviving corporation (the "Merger"), and has approved the plan of merger embodied in this Agreement in accordance with Section 23B.11 030 of the Revised Code of Washington ("RCW").

In consideration of the mutual agreements and covenants set forth herein, the parties hereto do hereby adopt the plan of merger encompassed by this Agreement, and do hereby agree that Mimio shall merge with and into Boxlight on the terms and conditions herein provided, as follows:

AGREEMENT

1. THE MERGER

1.1 Merger; Surviving Corporation.

(a) The effective time of the Merger (the "Effective Time") will occur upon the time and date that (i) Articles of Merger with respect to the Merger and this Agreement are duly filed with the Secretary of State of the State of Delaware, and (ii) Articles of Merger and this Agreement is duly filed with the Secretary of State of the State of Washington; both such filings will occur on the same date, after satisfaction of the requirements of the applicable laws

of both states prerequisite to such filings, including, without limitation, the approval of the stockholders and members of each of the Constituent Business Entities, as applicable.

(b) At the Effective Time, Mimio will be merged with and into Boxlight with Boxlight being the surviving business entity of the Merger (the "Surviving Entity"). At the Effective Time, the existence of Mimio as the registered entity will cease, and Boxlight will succeed to all of the business, properties, assets, and liabilities of Mimio.

1.2 Organizational Documents.

(a) From and after the Effective Time, the Articles of Incorporation of Boxlight, as in effect immediately prior to the Effective Time, will be the Articles of Incorporation of the Surviving Entity, until altered, amended, or repealed in accordance with the laws of the State of Washington.

(b) From and after the Effective Time, the Bylaws of Boxlight, as in effect immediately prior to the Effective Time, will be the Bylaws of the Surviving Entity, until altered, amended, or repealed in accordance with the laws of the State of Washington.

1.3 Directors and Officers.

(a) The number of directors of Boxlight serving in such capacity immediately prior to the Effective Time will be the number of directors of the Surviving Entity from and after the Effective Time, until such number is altered in accordance with the laws of the State of Washington and Bylaws of the Surviving Entity. The directors of Washington immediately prior to the Effective Time will be the directors of the Surviving Entity from and after the Effective Time and will hold office from and after the Effective Time in accordance with the Bylaws of the Surviving Entity until their respective successors are duly appointed or elected and qualified.

(b) The officers of Boxlight immediately prior to the Effective Time will be the officers of the Surviving Entity from and after the Effective Time and will hold the same offices from and after the Effective Time in accordance with the Bylaws of the Surviving Entity until their respective successors are duly appointed or elected and qualified.

2. **EFFECT OF THE MERGER**

2.1 Membership Interests; Shares; Certificates. (a) At the Effective Time, all of the membership interests of the Parent in Mimio immediately before the Effective Time will, automatically and without further act of Mimio and Boxlight, be extinguished, and converted into the right to receive a cash payment of \$100, payable by the Surviving Entity, subject to the same terms, conditions, and restrictions, if any, as existed immediately before the Effective Time;

(b) At the Effective Date, each share of common stock of Boxlight, issued and outstanding immediately prior to the Effective Time shall remain unaffected.

2.2. Rights, Privileges, Etc. On the Effective Date of the Merger, Boxlight, 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 Mimio; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to Mimio, on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in Boxlight without further act or deed; title to any real estate, or any interest therein vested in Mimio, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Mimio shall be preserved unimpaired, and all liens upon the property of Mimio shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

2.3. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of Mimio such deeds and other instruments, and there shall be taken or caused to be taken by it such further other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Entity the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Mimio and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Entity are fully authorized in the name and on behalf of Mimio or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3. GENERAL

3.1 Consent to Service Of Process. Boxlight hereby consents and agrees, effective as of the Effective Time, to be sued and served with process in the State of Georgia in any proceeding for the enforcement of any obligations of Mimio and in any proceeding for the enforcement of the rights, if any, of a dissenting stockholder of Mimio against Boxlight. Boxlight hereby irrevocably appoints the Secretary of State of the State of Georgia as its agent to accept service of process in any such proceeding from and after the Effective Time.

3.2 Accounting Matters. Except as herein provided with respect to the cancellation of the outstanding units of membership interests of Mimio, the assets, liabilities, reserves, and accounts of Mimio and Boxlight will be taken up or continued on the books of the Surviving Entity in the respective amounts at which such assets, liabilities, reserves, and accounts have been carried on the books of Mimio and Boxlight immediately before the Effective Time, subject to such adjustments, and such elimination of intercompany items, as may be appropriate to give effect to the Merger.

3.3 Expenses of Merger. From and after the Effective Time, Boxlight as the Surviving Entity, will pay all unpaid expenses of carrying this Agreement into effect and accomplishing the Merger.

3.4 Abandonment. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by the written agreement of Mimio, Boxlight, and Parent.

3.5 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the board of directors of Boxlight and Parent, as the sole member of Mimio.

3.6 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

3.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

3.8 Electronic Means. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date set forth above.

BOXLIGHT, INC.

By: 

Name:

Henry Nance

Title: President

President

MIMIO LLC

By: 

Name:

Mark Elliott

Title: President

BOXLIGHT CORPORATION

By: 

Name:

Mark Elliott

Title: ~~President~~ CEO