

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Forsythe/McArthur Associates, Inc.		12/27/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Forsythe/McArthur Associates, LLC
Street Address:	7770 Frontage Road
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60077
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1719080	FORSYTHE MCARTHUR

CORRESPONDENCE DATA

Fax Number:

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: 5124926409
 Email: tmg@slwip.com
 Correspondent Name: Kristi Dent
 Address Line 1: PO Box 2938
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	4826.000001
NAME OF SUBMITTER:	Kristi Dent
SIGNATURE:	/Kristi Dent/
DATE SIGNED:	09/10/2018

Total Attachments: 8

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FORM **BCA 11.39** (rev. Dec. 2003)
**ARTICLES OF MERGER
 BETWEEN ILLINOIS CORPORATIONS
 AND LIMITED LIABILITY COMPANIES**
 Business Corporation Act

Secretary of State
 Department of Business Services
 501 S. Second St., Rm. 350
 Springfield, IL 62756
 217-782-6961
 www.cyberdriveillinois.com

FILED

DEC 28 2017

JESSE WHITE
 SECRETARY OF STATE

PAID

JAN 2 2018

**EXPEDITED
 SECRETARY OF STATE**

Remit payment in the form of a check or money order payable to Secretary of State.

The filing fee is \$100, but if merger involves more than two corporations, submit \$50 for each additional corporation.

Eff. 12/31/17 File # 4999-458-3 Filing Fee: \$ 100.00 Approved: 

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write



CD0690449

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or Incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<u>Forsythe/McArthur Associates, Inc.</u>	<u>Illinois</u>	<u>49994583</u>
<u>Forsythe/McArthur Associates, LLC</u>	<u>Delaware</u>	<u>NR</u>

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Forsythe/McArthur Associates, LLC

b. Corporation or Limited Liability Company shall be governed by the laws of: Delaware

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
 See Attached.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
<u>Forsythe/McArthur Associates, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated December 27, 2017 Forsythe/McArthur Associates, Inc.
Month & Day Year Exact Name of Corporation
C. Joseph Mertens, II
Any Authorized Officer's Signature
C. Joseph Mertens, II, CEO
Name and Title (type or print)

Dated _____, _____, _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated December 27, 2017 Forsythe/McArthur Associates, LLC
Month & Day Year Exact Name of Limited Liability Company
C. Joseph Mertens, II
Signature
C. Joseph Mertens, II, Manager
Name and Title (type or print)

Dated _____, _____, _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 27, 2017, is made by and between FORSYTHE/MCARTHUR ASSOCIATES, INC., an Illinois corporation (the "Corporation"), and FORSYTHE/MCARTHUR ASSOCIATES, LLC, a Delaware limited liability company ("Surviving Entity"), in accordance with Section 18-209 of the Delaware Limited Liability Company Act ("DLLCA") and Section 11.39 of the Illinois Business Corporation Act of 1983 ("IBCA");

WHEREAS, the Board of Directors of the Corporation (the "Board") and Forsythe Technology, Inc. as the sole shareholder of the Corporation ("Shareholder"), have unanimously approved and adopted this Agreement and the transactions contemplated hereby, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Corporation and its Shareholder;

WHEREAS, the sole manager of the Surviving Entity and Forsythe Technology, Inc. as the sole member of the Surviving Entity, have unanimously approved and adopted this Agreement and the transactions contemplated hereby, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Surviving Entity and its sole member;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "liquidation" within the meaning of Section 332(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of liquidation for purposes of Section 332(a) of the Code and the Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Corporation, in accordance with the DLLCA and the IBCA, will merge with and into the Surviving Entity (the "Merger");

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:

I. Merger.

(a) 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 11.39 of the IBCA, the Corporation shall be merged with and into the Surviving Entity at the Effective Time (as hereinafter defined). Following the Effective Time, the separate legal existence of the Corporation shall cease, and the Surviving Entity shall continue as the surviving entity.

(b) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) a certificate of merger with the Secretary of State of the State of Delaware and (ii) articles of merger with the Secretary of State of the State of Illinois. The certificate of merger filed with

the Secretary of State of the State of Delaware shall provide, and, in accordance with Section 11.40 of the IBCA and this Agreement, which shall be attached to the articles of merger filed with the Secretary of State of the State of Illinois does provide, that the Merger shall be effective as of 11:58 p.m. EST on December 31, 2017 (the "Effective Time").

2. **Effect on Membership Interests/ Shares.** Each then issued and outstanding share, and each share held in the treasury, if any, of the Corporation, shall be cancelled and retired, and all rights with respect thereto shall cease to exist and no membership interest of the Surviving Entity shall be issuable with respect thereto. Each membership interest of the Surviving Entity issued and outstanding as of the Effective Time shall remain issued and outstanding.

3. **Organizational Documents.** The (i) Certificate of Formation of the Surviving Entity originally filed to be effective immediately prior to the Effective Time (the "Certificate of Formation"), and (ii) Company Agreement of the Surviving Entity (the "Company Agreement"), in effect at the Effective Time shall continue in full force and effect as the Certificate of Formation and the Company Agreement of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

4. **Managers and Officers.** The managers and officers of the Surviving Entity immediately prior to the Effective Time shall be the managers and officers of the Surviving Entity from and after the Effective Time and shall hold office 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 of Formation and Company Agreement of the Surviving Entity or as otherwise provided by applicable law.

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

6. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. **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 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. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

9. **Termination.** This Agreement may be terminated and the Merger abandoned by the mutual consent of Corporation and Surviving Entity at any time prior to the Effective Time.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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 PAGES FOLLOW]

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

Surviving Entity

FORSYTHE/MCARTHUR ASSOCIATES,
LLC

By: C. Joseph Mertens II
C. Joseph Mertens II, Manager

Corporation

FORSYTHE/MCARTHUR ASSOCIATES,
INC.

By: C. Joseph Mertens II
C. Joseph Mertens II, Chief Executive Officer

4828-6684-1177, v. 1

File Number

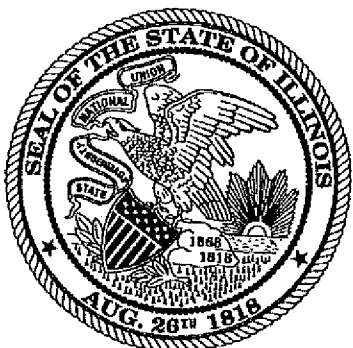
4999-458-3



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 43 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR FORSYTHE/MCARTHUR ASSOCIATES, INC..



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of AUGUST A.D. 2018 .

Jesse White

SECRETARY OF STATE TRADEMARK

REEL: 006433 FRAME: 0660

Authentication #: 1822700507 verifiable until 08/15/2019.
Authenticate at: <http://www.cyberdriveillinois.com>

RECORDED: 09/10/2018