

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2017
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERACTIVE INTELLIGENCE MARKETPLACE, INC.		07/01/2017	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	INTERACTIVE PURECLOUD, INC.
Street Address:	4307 Emperor Boulevard
Internal Address:	Suite 300
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27703
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5413119	PURECLOUD PLATFORM

CORRESPONDENCE DATA

Fax Number: 6265778800

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: 626-795-9900

Email: PTO@LRRRC.COM

Correspondent Name: LEWIS ROCA ROTHGERBER CHRISTIE LLP

Address Line 1: P.O. Box 29001

Address Line 4: Glendale, CALIFORNIA 91209

ATTORNEY DOCKET NUMBER:	132791 (405240-02147)
NAME OF SUBMITTER:	Stacey Dawson
SIGNATURE:	/Stacey Dawson/
DATE SIGNED:	11/08/2018

Total Attachments: 8

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State of Indiana
Office of the Secretary of State

CERTIFICATE OF MERGER
of
INTERACTIVE PURECLOUD, INC

I, CONNIE LAWSON, Secretary of State, hereby certify that an Articles of Merger of the above Non-Qualified Foreign Entity have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

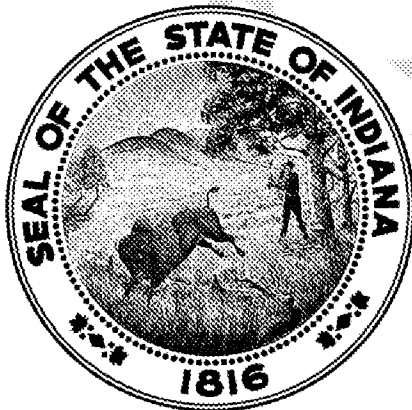
INTERACTIVE INTELLIGENCE MARKETPLACE, INC

a(n) Domestic For-Profit Corporation

merged with and into the surviving entity(s):

INTERACTIVE PURECLOUD, INC

NOW, THEREFORE, with this document I certify that said transaction will become effective Saturday, July 01, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 03, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

17638722

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

ARTICLES OF MERGER
OF
INTERACTIVE INTELLIGENCE MARKETPLACE, INC.
(AN INDIANA CORPORATION)
INTO
INTERACTIVE PURECLOUD, INC.
(A DELAWARE CORPORATION)

July 1, 2017

The undersigned, acting as a duly authorized officer of INTERACTIVE PURECLOUD, INC., a Delaware corporation (the “**Surviving Corporation**”), in compliance with the Indiana Business Corporation Law, as amended (the “**Law**”), and desiring to effect a merger of INTERACTIVE INTELLIGENCE MARKETPLACE, INC., an Indiana corporation (the “**Merging Corporation**”), into the Surviving Corporation (the “**Merger**”), hereby sets forth the following facts:

Article 1. SURVIVING CORPORATION

Section 1.1 **Name.** The name of the Surviving Corporation is “Interactive PureCloud, Inc.”

Section 1.2 **Jurisdiction.** The Surviving Corporation is a Delaware corporation existing pursuant to the provisions of the Delaware General Corporation Law.

Article 2. MERGING CORPORATION

Section 2.1 **Name.** The name of the Merging Corporation is “Interactive Intelligence Marketplace, Inc.”.

Section 2.2 **Jurisdiction.** The Merging Corporation is an Indiana corporation existing pursuant to the provisions of the Law.

Article 3. MANNER OF ADOPTION OF PLAN OF MERGER

Section 3.1 **Merging Corporation’s Approval.** The Plan of Merger, containing such information as required by Section 23-1-40-1 of the Law and attached hereto as Exhibit A (“**Plan of Merger**”), was unanimously adopted and approved by the Merging Corporation’s board of directors and sole shareholder pursuant to a duly executed joint written consent effective as of June 30, 2017.

Section 3.2 **Surviving Corporation’s Approval.** The Plan of Merger was unanimously adopted and approved by the Surviving Corporation’s board of directors and sole shareholder pursuant to a duly executed joint written consent effective as of June 30, 2017.

Article 4. EFFECTIVE TIME

The Merger shall become effective as of 12:07 AM (Eastern Time) on July 1, 2017.

[Signature Page Follows]

INDIANA SECRETARY OF STATE
RECEIVED
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IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Surviving Corporation, executes these Articles of Merger and verifies that the statements contained herein are true as of the date first written above.

INTERACTIVE PURECLOUD, INC.

By: _____

Printed: Scott Wolfe

Its: Assistant Secretary

SIGNATURE PAGE
TO

ARTICLES OF MERGER -- INTERACTIVE PURECLOUD, INC.

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

INTERACTIVE PURECLOUD, INC.
(A DELAWARE CORPORATION)

AND

INTERACTIVE INTELLIGENCE MARKETPLACE, INC.
(AN INDIANA CORPORATION)

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 1st day of July 2017, in accordance with § 23-1-40-1(b) of the Indiana Business Corporation Law, as amended (the "IBCL"), and § 252 of the Delaware General Corporation Law (the "DGCL"), by and between Interactive PureCloud, Inc., a Delaware Corporation ("PureCloud"), and Interactive Intelligence Marketplace, Inc., an Indiana Corporation ("Marketplace").

WHEREAS, the respective boards of directors and the shareholders of PureCloud and Marketplace have approved the Merger (as defined in Section 1.1) on the terms and subject to the conditions set forth in this Agreement.

Accordingly, the parties hereto agree to the following:

SECTION 1. Merger; Effective Time.

1.1. Merger. On the Effective Time (as defined in Section 1.2), Marketplace shall be merged with and into PureCloud and the separate corporate existence of Marketplace shall thereupon cease (the "Merger"). PureCloud shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware and the separate corporate existence of PureCloud with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in this Agreement, the IBCL, and the DGCL.

1.2. Effective Time. The Merger shall be effective as of 12:07 AM (Eastern Time) on July 1, 2017 (the "Effective Time").

1.3. Certificate of Incorporation and Bylaws of the Surviving Corporation. Upon the Effective Time, (a) the certificate of incorporation of PureCloud shall be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended and (b) the bylaws of PureCloud shall be the bylaws of the Surviving Corporation until thereafter changed or amended.

1.4. Directors and Officers of the Surviving Corporation. Upon the Effective Time, the directors of PureCloud shall be the directors of the Surviving Corporation, and the

officers of PureCloud shall be the officers of the Surviving Corporation, in each case until their successors are duly elected or appointed and qualified in the manner provided by the certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by law.

1.5. Timing of Merger. Upon the Effective Time, the parties agree and intend for the Merger to be effective immediately after the effective time of the merger of Interactive Intelligence, Inc., an Indiana corporation, with and into Interactive Intelligence Marketplace, Inc., and immediately prior to the effective time of the merger of Interactive PureCloud, Inc. with and into Interactive Intelligence CaaS, Inc., an Indiana corporation. The Merger is part of a series of mergers in the following sequence:

(i) Interactive Intelligence Sales and Services, Inc., an Indiana corporation, into Interactive Intelligence, Inc., an Indiana corporation (12:01 am Eastern Time); (ii) Interactive Intelligence Remote, Inc., an Indiana corporation, into Interactive Intelligence, Inc. (12:02 am Eastern Time); (iii) Bay Bridge Decision Technologies, Inc., a Maryland corporation, into Interactive Intelligence, Inc. (12:03 am Eastern Time); (iv) Global Software Services, Inc., a Florida corporation, into Interactive Intelligence, Inc. (12:04 am Eastern Time); (v) Interactive Intelligence Holdings, Inc., an Indiana corporation, into Interactive Intelligence Group, Inc., an Indiana corporation (12:05 am Eastern Time); (vi) Interactive Intelligence, Inc. into Interactive Intelligence Marketplace, Inc., an Indiana corporation (12:06 am Eastern Time); (vii) Interactive Intelligence Marketplace, Inc. into Interactive PureCloud Inc., a Delaware corporation (12:07 am Eastern Time); (viii) Interactive PureCloud, Inc. into Interactive Intelligence CaaS, Inc., an Indiana corporation (12:08 am Eastern Time); (ix) Interactive Intelligence CaaS, Inc. into Interactive Intelligence Hardware, Inc., an Indiana corporation (12:09 am Eastern Time); (x) Interactive Intelligence Hardware, Inc. into Interactive Intelligence Group, Inc., an Indiana corporation (12:10 am Eastern Time); and (xi) Interactive Intelligence Group, Inc. into Genesys Telecommunications Laboratories, Inc., a California corporation (12:11 am Eastern Time).

SECTION 2. Treatment of Stock of Marketplace and Stock of PureCloud in the Merger. Upon the Effective Time, by virtue of the Merger and without any action on the part of PureCloud, the Surviving Corporation or Marketplace, (a) all outstanding shares of capital stock of Marketplace shall be cancelled and retired without payment of any consideration for such cancelled shares, (b) any certificates evidencing ownership of such shares shall be void and of no effect, and (c) all issued and outstanding shares of capital stock of PureCloud shall remain outstanding.

SECTION 3. Succession. Upon the Effective Time, the Surviving Corporation shall succeed, without other transfer, to all rights, privileges, powers, franchises and property of the constituent corporations to the Merger, and shall be subject to all the debts, liabilities and duties of each of the constituent corporations to the Merger in the same manner as if the Surviving Corporation had itself incurred them, all with the effect set forth in the IBCL and DGCL.

SECTION 4. Representations and Warranties of Marketplace. Marketplace hereby represents and warrants to PureCloud that:

4.1. Organization and Standing. Marketplace is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana, and has all requisite corporate power and authority and governmental authorizations to own, operate, lease and otherwise hold its assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each other jurisdiction in which it owns, operates, leases or otherwise holds assets, or conducts business, so as to require such qualification.

4.2. Power. Marketplace has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder and to consummate the Merger contemplated herein. This Agreement has been duly and validly executed and delivered by Marketplace and (assuming due authorization, execution and delivery by PureCloud) constitutes a valid and binding obligation of Marketplace, enforceable against Marketplace in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

4.3. Authorization; No Breach. The execution and delivery of this Agreement and the performance by Marketplace of its covenants and agreements under this Agreement have been duly and validly authorized by the board of directors and the sole shareholder of Marketplace, and no other corporate proceedings on the part of Marketplace are necessary to authorize the execution, delivery and performance of this Agreement or the consummation of the Merger.

SECTION 5. Representations and Warranties of PureCloud. PureCloud hereby represents and warrants to Marketplace that:

5.1. Organization and Standing. PureCloud is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority and governmental authorizations to own, operate, lease and otherwise hold its assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each other jurisdiction in which it owns, operates, leases or otherwise holds assets, or conducts business, so as to require such qualification.

5.2. Power. PureCloud has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder and to consummate the Merger contemplated herein. This Agreement has been duly and validly executed and delivered by PureCloud and (assuming due authorization, execution and delivery by Marketplace) constitutes a valid and binding obligation of PureCloud, enforceable against PureCloud in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

5.3. Authorization; No Breach. The execution and delivery of this Agreement and the performance by PureCloud of its covenants and agreements under this Agreement have been duly and validly authorized by the board of directors and the sole shareholder of PureCloud,

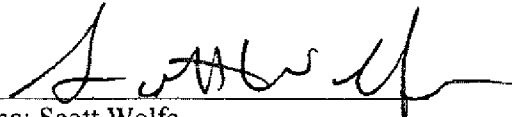
and no other corporate proceedings on the part of PureCloud are necessary to authorize the execution, delivery and performance of this Agreement or the consummation of the Merger.

SECTION 6. Abandonment. At any time prior to the Effective Time, the board of directors of Marketplace or PureCloud may abandon the Merger. In the event of such abandonment, this Agreement shall become void, and none of the shareholders, directors, and officers of the constituent corporations to the Merger shall be liable in respect to such abandonment.

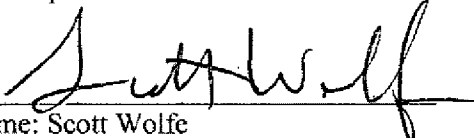
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be duly executed as of the date first written above.

Interactive PureCloud, Inc., a Delaware corporation

By: 
Name: Scott Wolfe
Title: Assistant Secretary

Interactive Intelligence Marketplace, Inc., an Indiana corporation

By: 
Name: Scott Wolfe
Title: Assistant Secretary

[Signature Page to Agreement and Plan of Merger – Marketplace into PureCloud]