

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497441

|                              |                |
|------------------------------|----------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT |
| <b>NATURE OF CONVEYANCE:</b> | MERGER         |
| <b>EFFECTIVE DATE:</b>       | 07/01/2017     |
| <b>SEQUENCE:</b>             | 5              |

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

|                        |                                      |
|------------------------|--------------------------------------|
| <b>Name:</b>           | INTERACTIVE INTELLIGENCE GROUP, INC. |
| <b>Street Address:</b> | 7601 Interactive Way                 |
| <b>City:</b>           | Indianapolis                         |
| <b>State/Country:</b>  | INDIANA                              |
| <b>Postal Code:</b>    | 46278                                |
| <b>Entity Type:</b>    | Corporation: INDIANA                 |

## PROPERTY NUMBERS Total: 1

| Property Type               | Number  | Word Mark          |
|-----------------------------|---------|--------------------|
| <b>Registration Number:</b> | 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@LRRR.COM

Correspondent Name: LEWIS ROCA ROTHGERBER CHRISTIE LLP

Address Line 1: P.O. Box 29001

Address Line 4: Glendale, CALIFORNIA 91209

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

Total Attachments: 8

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OP \$40.00 5413119

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State of Indiana  
Office of the Secretary of State

CERTIFICATE OF MERGER  
of  
**INTERACTIVE INTELLIGENCE GROUP, INC.**

I, CONNIE LAWSON, Secretary of State, hereby certify that an Articles of Merger of the above Domestic For-Profit Corporation 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):

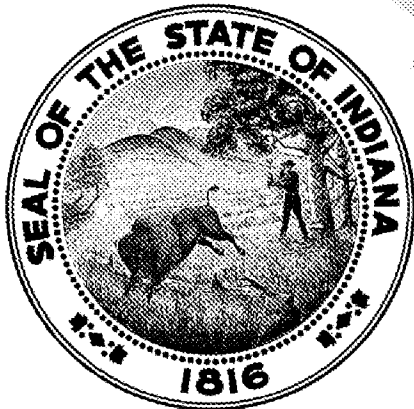
**INTERACTIVE INTELLIGENCE HARDWARE, INC.**

a(n) Domestic For-Profit Corporation

merged with and into the surviving entity(s):

**INTERACTIVE INTELLIGENCE GROUP, 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

2011040600159 / 7638762

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

**ARTICLES OF MERGER**  
OF  
**INTERACTIVE INTELLIGENCE HARDWARE, INC.**  
(AN INDIANA CORPORATION)  
INTO  
**INTERACTIVE INTELLIGENCE GROUP, INC.**  
(AN INDIANA CORPORATION)

July 1, 2017

The undersigned, acting as a duly authorized officer of INTERACTIVE INTELLIGENCE GROUP, INC., an Indiana 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 HARDWARE, 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 Intelligence Group, Inc.”

Section 1.2 **Jurisdiction.** The Surviving Corporation is an Indiana corporation existing pursuant to the provisions of the Law.

**Article 2. MERGING CORPORATION**

Section 2.1 **Name.** The name of the Merging Corporation is “Interactive Intelligence Hardware, 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 12:10 AM (Eastern Time) on July 1, 2017

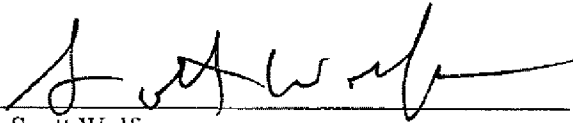
[Signature Page Follows]

JUN 30 2017

RECEIVED  
IND. SECRETARY OF STATE

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 INTELLIGENCE GROUP, INC.**

By:   
Printed: Scott Wolfe  
Its: Assistant Secretary

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SIGNATURE PAGE  
TO  
ARTICLES OF MERGER – INTERACTIVE INTELLIGENCE GROUP, INC.

**TRADEMARK**  
**REEL: 006478 FRAME: 0512**

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

INTERACTIVE INTELLIGENCE GROUP, INC.  
(AN INDIANA CORPORATION)

AND

INTERACTIVE INTELLIGENCE HARDWARE, INC.  
(AN INDIANA CORPORATION)

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 1<sup>st</sup> day of July 2017, in accordance with § 23-1-40-1(b) of the Indiana Business Corporation Law, as amended (the "IBCL"), by and between Interactive Intelligence Group, Inc., an Indiana Corporation ("Group"), and Interactive Intelligence Hardware, Inc., an Indiana Corporation ("Hardware").

WHEREAS, the respective boards of directors and the shareholders of Group and Hardware 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), Hardware shall be merged with and into Group and the separate corporate existence of Hardware shall thereupon cease (the "Merger"). Group 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 Indiana and the separate corporate existence of Group 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 and the IBCL.

1.2. Effective Time. The Merger shall be effective as of 12:10 AM (Eastern Time) on July 1, 2017 (the "Effective Time").

1.3. Articles of Incorporation and Bylaws of the Surviving Corporation. Upon the Effective Time, (a) the articles of incorporation of Group shall be the articles of incorporation of the Surviving Corporation until thereafter changed or amended and (b) the bylaws of Group 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 Group shall be the directors of the Surviving Corporation, and the officers of Group 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 articles 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 CaaS, Inc., an Indiana corporation, with and into Interactive Intelligence Hardware, Inc., and immediately prior to the effective time of the merger of Interactive Intelligence Group, Inc. with and into Genesys Telecommunications Laboratories, Inc., a California 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 Hardware and Stock of Group in the Merger. Upon the Effective Time, by virtue of the Merger and without any action on the part of Group, the Surviving Corporation or Hardware, (a) all outstanding shares of capital stock of Hardware 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 Group 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.

SECTION 4. Representations and Warranties of Hardware. Hardware hereby represents and warrants to Group that:

4.1. Organization and Standing. Hardware 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. Hardware 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 Hardware and (assuming due authorization, execution and delivery by Group) constitutes a valid and binding obligation of Hardware, enforceable against Hardware 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 Hardware of its covenants and agreements under this Agreement have been duly and validly authorized by the board of directors and the sole shareholder of Hardware, and no other corporate proceedings on the part of Hardware are necessary to authorize the execution, delivery and performance of this Agreement or the consummation of the Merger.

SECTION 5. Representations and Warranties of Group. Group hereby represents and warrants to Hardware that:

5.1. Organization and Standing. Group 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.

5.2. Power. Group 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 Group and (assuming due authorization, execution and delivery by Hardware) constitutes a valid and binding obligation of Group, enforceable against Group 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 Group of its covenants and agreements under this Agreement have been duly and validly authorized by the board of directors and the sole shareholder of Group, and no other corporate proceedings on the part of Group 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 Hardware or Group may abandon the Merger. In the event of such abandonment,

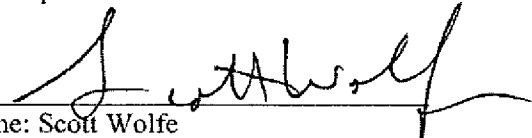


this Agreement shall become void, and none of the shareholders, directors, and officers of the constituent corporations to the Merger shall be liable in respect to such abandonment.

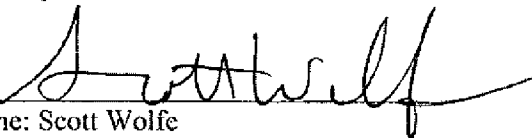
*[Signature Page Follows]*

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 Intelligence Group, Inc., an  
Indiana corporation

By:   
Name: Scott Wolfe  
Title: Assistant Secretary

Interactive Intelligence Hardware, Inc., an  
Indiana corporation

By:   
Name: Scott Wolfe  
Title: Assistant Secretary

*[Signature Page to Agreement and Plan of Merger – Hardware into Group]*