

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	12/31/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trapeze Software 2011 Inc.		12/31/2011	Corporation: ONTARIO
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
Trapeze Software Inc.	12/31/2011	Corporation: ONTARIO	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Trapeze Software Inc.		
Street Address:	5800 Explorer Drive, Fifth Floor		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4W 5K9		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2217254	MAPNET	
CORRESPONDENCE DATA			
Fax Number:	2165796073		
<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:	2165791700		
Email:	ascheidler@pearne.com		
Correspondent Name:	Pearne & Gordon LLP		
Address Line 1:	1801 East 9th Street		
Address Line 2:	Suite 1200		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Steven J. Solomon		
SIGNATURE:	/stevenjsolomon/		
DATE SIGNED:	01/24/2019		

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Total Attachments: 12

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5. **Check A or B**
Cocher A ou B

A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

A) *Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

or
ou

B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

B) *Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

Trapeze Software Inc.

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations <i>Dénomination sociale des sociétés qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la société en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i> Year / année Month / mois Day / jour
Trapeze Software Inc.	1683619	2011-Dec-31
Trapeze Holdings Inc.	1144667	2011-Dec-31
Trapeze Software 2011 Inc.		2011-Dec-31

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

There are no restrictions.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

an unlimited number of common shares

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

(a) **Payment of Dividends:** The holders of the common shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or rateably with the holders of the common shares, the board of directors may in their sole discretion declare dividends on the common shares to the exclusion of any other class of shares of the Corporation.

(b) **Participation upon Liquidation, Dissolution or Winding Up:** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or rateably with the holders of the common shares, be entitled to participate rateably in any distribution of assets of the Corporation.

(c) **Voting Rights:** The holders of the common shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each common share held at all such meetings.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

No share in the capital of the Corporation shall be transferred without the consent of the directors expressed by the votes of a majority of the directors at a meeting of the directors or by an instrument or instruments in writing signed by a majority of the directors.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

(1) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, 2 or more persons who are the joint registered owners of 1 or more shares being counted as 1 shareholder.

(2) Any invitation to the public to subscribe for securities of the Corporation is prohibited.

(3) The by-laws of the Corporation shall be the same as the by-laws of the former Trapeze Software Inc., such by-laws from and after the effective date hereof to be supplemented, amended or repealed in accordance with the provisions of the Business Corporations Act relating to the making, amending and repealing of by-laws.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers.
Dénomination sociale des sociétés qui fusionnent, signature et fonction de leurs dirigeants régulièrement désignés.

TRAPEZE SOFTWARE INC.

By: Mark Miller

Mark Miller

Chief Executive Officer

TRAPEZE HOLDINGS INC.

By: Mark Miller

Mark Miller

Chief Executive Officer

TRAPEZE SOFTWARE 2011 INC.

By: Mark Miller

Mark Miller

Chief Executive Officer

Schedule "A"

TRAPEZE SOFTWARE INC.

Statement

I, Mark Miller, the Chief Executive Officer of Trapeze Software Inc. (the "**Corporation**"), refer to the proposed amalgamation of the Corporation with Trapeze Holdings Inc. ("**THI**") and Trapeze Software 2011 Inc. ("**Trapeze 2011**") and hereby state that:

1. There are reasonable grounds for believing that:

- (a) each of the Corporation, THI and Trapeze 2011 is able to pay its liabilities as they become due;
- (b) the corporation continuing from the amalgamation of the Corporation, THI and Trapeze 2011 (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
- (c) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
- (d) no creditor of the Corporation, THI or Trapeze 2011 will be prejudiced by the said amalgamation.

2. No creditor has notified the Corporation that such creditor objects to the proposed amalgamation.

DATED as of December 31, 2011.



Mark Miller, Chief Executive Officer

Schedule "A"

TRAPEZE HOLDINGS INC.

Statement

I, Mark Miller, the Chief Executive Officer of Trapeze Holdings Inc. (the "**Corporation**"), refer to the proposed amalgamation of the Corporation with Trapeze Software Inc. ("**TSI**") and Trapeze Software 2011 Inc. ("**Trapeze 2011**") and hereby state that:

1. There are reasonable grounds for believing that:
 - (a) each of the Corporation, TSI and Trapeze 2011 is able to pay its liabilities as they become due;
 - (b) the corporation continuing from the amalgamation of the Corporation, TSI and Trapeze 2011 (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
 - (c) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (d) no creditor of the Corporation, TSI or Trapeze 2011 will be prejudiced by the said amalgamation.
2. No creditor has notified the Corporation that such creditor objects to the proposed amalgamation.

DATED as of December 31, 2011.



Mark Miller, Chief Executive Officer

Schedule "A"

TRAPEZE SOFTWARE 2011 INC.

Statement

I, Mark Miller, Director of Trapeze Software 2011 Inc. (the "**Corporation**"), refer to the proposed amalgamation of the Corporation with Trapeze Software Inc. ("**TSI**") and Trapeze Holdings Inc. ("**THI**") and hereby state that:

1. There are reasonable grounds for believing that:
 - (a) each of the Corporation, TSI and THI is able to pay its liabilities as they become due;
 - (b) the corporation continuing from the amalgamation of the Corporation, TSI and THI (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
 - (c) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (d) no creditor of the Corporation, TSI or THI will be prejudiced by the said amalgamation.
2. No creditor has notified the Corporation that such creditor objects to the proposed amalgamation.

DATED as of December 31, 2011.



Mark Miller, Director

TRAPEZE SOFTWARE INC.

The undersigned, being the sole director of TRAPEZE SOFTWARE INC., hereby signs the following resolution:

AMALGAMATION WITH TRAPEZE HOLDINGS INC. AND TRAPEZE SOFTWARE 2011 INC.

RESOLVED that:

1. The amalgamation of the Corporation with Trapeze Holdings Inc. and Trapeze Software 2011 Inc. pursuant to the provisions of subsection 177(1) of the *Business Corporations Act* (Ontario) is approved and authorized.
2. Upon the amalgamation becoming effective, all the shares of Trapeze Holdings Inc. and Trapeze Software 2011 Inc. shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the corporation continuing from the amalgamation (the "Amalgamated Corporation") shall be the same as the articles of the Corporation.
4. No securities shall be issued, and no assets shall be distributed, by the Amalgamated Corporation in connection with the amalgamation.
5. The by-laws of the Amalgamated Corporation shall be the same as the by-laws of the Corporation, such by-laws after the amalgamation becoming effective to be supplemented, amended or repealed in accordance with the provisions of the *Business Corporations Act* (Ontario) relating to the making, amending and repealing of by-laws.
6. Any officer of the Corporation is authorized and directed to do all such acts and things and to execute or cause to be executed (whether under the corporate seal of the Corporation or otherwise) all such instruments, agreements and other documents as in such officer's opinion may be necessary or desirable to complete the amalgamation hereby approved and authorized.

DATED as of December 31, 2011.



Mark H. Leonard

TRAPEZE HOLDINGS INC.

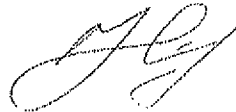
The undersigned, being the sole director of TRAPEZE HOLDINGS INC., hereby signs the following resolution:

AMALGAMATION WITH TRAPEZE SOFTWARE INC. AND TRAPEZE SOFTWARE 2011 INC.

RESOLVED that:

1. The amalgamation of the Corporation with Trapeze Software Inc. and Trapeze Software 2011 Inc. pursuant to the provisions of subsection 177(1) of the *Business Corporations Act* (Ontario) is approved and authorized.
2. Upon the amalgamation becoming effective, all the shares of the Corporation shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the corporation continuing from the amalgamation (the "Amalgamated Corporation") shall be the same as the articles of Trapeze Software Inc.
4. No securities shall be issued, and no assets shall be distributed, by the Amalgamated Corporation in connection with the amalgamation.
5. The by-laws of the Amalgamated Corporation shall be the same as the by-laws of Trapeze Software Inc., such by-laws after the amalgamation becoming effective to be supplemented, amended or repealed in accordance with the provisions of the *Business Corporations Act* (Ontario) relating to the making, amending and repealing of by-laws.
6. Any officer of the Corporation is authorized and directed to do all such acts and things and to execute or cause to be executed (whether under the corporate seal of the Corporation or otherwise) all such instruments, agreements and other documents as in such officer's opinion may be necessary or desirable to complete the amalgamation hereby approved and authorized.

DATED as of December 31, 2011.



Mark H. Leonard

TRAPEZE SOFTWARE 2011 INC.

The undersigned, being all of the directors of TRAPEZE SOFTWARE 2011 INC., hereby sign the following resolution:

AMALGAMATION WITH TRAPEZE SOFTWARE INC. AND TRAPEZE HOLDINGS INC.

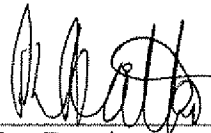
RESOLVED that:

1. The amalgamation of the Corporation with Trapeze Software Inc. and Trapeze Holdings Inc. pursuant to the provisions of subsection 177(1) of the *Business Corporations Act* (Ontario) is approved and authorized.
2. Upon the amalgamation becoming effective, all the shares of the Corporation shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the corporation continuing from the amalgamation (the "Amalgamated Corporation") shall be the same as the articles of Trapeze Software Inc.
4. No securities shall be issued, and no assets shall be distributed, by the Amalgamated Corporation in connection with the amalgamation.
5. The by-laws of the Amalgamated Corporation shall be the same as the by-laws of Trapeze Software Inc., such by-laws after the amalgamation becoming effective to be supplemented, amended or repealed in accordance with the provisions of the *Business Corporations Act* (Ontario) relating to the making, amending and repealing of by-laws.
6. Any officer of the Corporation is authorized and directed to do all such acts and things and to execute or cause to be executed (whether under the corporate seal of the Corporation or otherwise) all such instruments, agreements and other documents as in such officer's opinion may be necessary or desirable to complete the amalgamation hereby approved and authorized.

DATED as of December 31, 2011.



Mark Miller



Brian Beattie



Steven Cimicata