

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/26/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inpixon USA		07/25/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sysorex, Inc.		
Street Address:	2479 E. Bayshore Road		
Internal Address:	Suite 195		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4365214	ZONEDEFENSE	
CORRESPONDENCE DATA			
Fax Number:	6502334545		
<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:	650-233-4758		
Email:	patricia.cotton@pillsburylaw.com		
Correspondent Name:	Patricia L. Cotton		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Patricia L. Cotton		
SIGNATURE:	/Patricia L. Cotton/		
DATE SIGNED:	02/07/2019		
Total Attachments: 7			
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Secretary of State
State of California

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into between Sysorex, Inc., a Nevada corporation ("Sysorex"), and Inpixon USA, a California corporation.

1. The Merger. Inpixon USA shall be merged with and into Sysorex (the "Merger") and Sysorex shall be the surviving corporation (the "Surviving Corporation").

2. The Effective Time. The Merger shall take effect (the "Effective Time") at 12:01 a.m. on July 26, 2018.

3. Conversion of Shares. The 3,950,000 shares of common stock, no par value per share, of Inpixon USA (the "Inpixon Shares"), owned by its sole stockholder (the "Holder"), which constitute all issued and outstanding shares of capital stock of Inpixon USA prior to the Effective Time, shall by virtue of the Merger (and without any action by Inpixon USA, the Holder or any other person) be converted into and exchanged for 39,999,000 fully-paid and non-assessable shares of common stock, par value \$0.00001 per share, of the Surviving Corporation (the "Sysorex Shares") after the Merger. The outstanding shares of Sysorex prior to the Effective Time shall remain outstanding after the Merger and shall not be affected by the Merger.

After the Effective Time, the registered owner of the Inpixon Shares, at its option, may surrender any outstanding certificates representing Inpixon Shares for cancellation and such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the Sysorex Shares into which the surrendered shares were converted as provided herein. Until so surrendered, the outstanding certificate representing the Inpixon Shares shall be deemed for all purposes to represent the Sysorex Shares into which the Inpixon Shares were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of common stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Sysorex Shares issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Inpixon USA so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

4. Articles of Incorporation; Bylaws. The Articles of Incorporation of Sysorex in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation after the Merger. The Bylaws of Sysorex in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

5. Directors and Officers. At the Effective Time, the directors of Inpixon USA in office immediately prior to the Effective Time will become the directors of the Surviving

Corporation and will continue as directors of the Surviving Corporation until such time as their successors have been elected and qualified. At the Effective Time, the officers of Inpixon USA in office immediately prior to the Effective Time will become the officers of the Surviving Corporation and will continue as officers of the Surviving Corporation until such time as their successors have been elected and qualified.

6. Other Documents. Inpixon USA shall from time to time, as and when requested by Sysorex, or by its successor and assigns, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

7. Effect of Merger. At the Effective Time, the separate existence of Inpixon USA shall cease and Sysorex, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (b) shall be subject to all actions previously taken by its and Inpixon USA's Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of Inpixon USA in the manner more fully set forth in the applicable provisions of the California Corporations Code and the Nevada Revised Statutes ("NRS"), (d) shall continue to be subject to all of the debts, liabilities and obligations of Sysorex as constituted immediately prior to the Effective Time, and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Inpixon USA in the same manner as if Sysorex had itself incurred them, all as more fully provided under the applicable provisions of the California Corporations Code and the NRS.

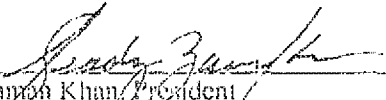
8. Miscellaneous. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto.

9. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of July 25, 2018.

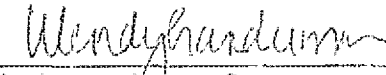
Impixon USA, a California corporation

By: 
Zamon Khan, President

By: 
Wendy Lounderman, Secretary

Sysorex, Inc., a Nevada corporation

By: _____
Nadir Ali, President

By: 
Wendy Lounderman, Secretary

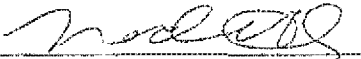
2018. IN WITNESS WHEREOF the parties have executed this Agreement as of July 25,

Impixon USA, a California corporation

By: _____
Zaman Khan, President

By: _____
Wendy Loundemon, Secretary

Sysorex, Inc., a Nevada corporation

By:  _____
Nadir Ali, President

By: _____
Wendy Loundemon, Secretary

Officers' Certificate of Approval
of
Agreement and Plan of Merger

Nadir Ali and Wendy Loudermon certify that:

1. Nadir Ali is the President and Wendy Loudermon is the Secretary of *Sysorex, Inc.*, a Nevada corporation.

2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.

3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.

4. There is only one class of shares entitled to vote on the merger and the number of shares outstanding entitled to vote on the merger is 1,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 25, 2018

Nadir Ali, President



Wendy Loudermon, Secretary

Officers' Certificate of Approval
of
Agreement and Plan of Merger

Nadir Ali and Wendy Loundermon certify that:

1. Nadir Ali is the President and Wendy Loundermon is the Secretary of *Sysorex, Inc.*, a Nevada corporation.

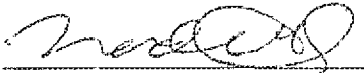
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.

3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.

4. There is only one class of shares entitled to vote on the merger and the number of shares outstanding entitled to vote on the merger is 1,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 25, 2018



Nadir Ali, President

Wendy Loundermon, Secretary

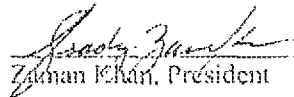
Officers' Certificate of Approval
of
Agreement and Plan of Merger

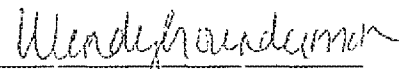
Zaman Khan and Wendy Loundemon certify that:

1. Zaman Khan is the President and Wendy Loundemon is the Secretary of *Impixon USA*, a California corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 3,950,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 25, 2018


Zaman Khan, President


Wendy Loundemon, Secretary