

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/27/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BST Acquisition, LLC		08/25/2014	Limited Liability Company: DELAWARE
GLE Acquisitions, LLC		08/25/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crossmark, Inc.		
Street Address:	5100 Legacy Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2686520		
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	02/25/2019		
Total Attachments: 12			
source=CERTIFICATE OF MERGER - BST ACQUISITION, LLC AND GLE ACQUISITIONS, LLC INTO			

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BST ACQUISITION, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"GLE ACQUISITIONS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CROSSMARK, INC." UNDER THE NAME OF "CROSSMARK, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 2014, AT 3:23 O'CLOCK P.M.

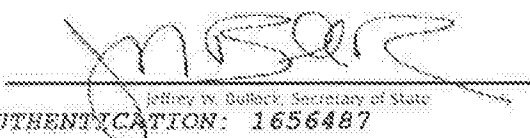
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

2658275 8100M

141116540

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1656487

DATE: 08-28-14

TRADEMARK
REEL: 006572 FRAME: 0967

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:23 PM 08/27/2014
FILED 03:23 PM 08/27/2014
SSV 141116540 - 2658275 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
BST ACQUISITION, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
AND
GLE ACQUISITIONS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
INTO
CROSSMARK, INC.,
A DELAWARE CORPORATION

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is CROSSMARK, Inc., a Delaware corporation, and the name of the limited liability companies being merged into this surviving corporation are BST Acquisition, LLC, a Delaware limited liability company, and GLE Acquisitions, LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability companies.

THIRD: The name of the surviving corporation is CROSSMARK, Inc., a Delaware corporation.

FOURTH: The merger is to become effective upon the filing of this Certificate of Merger.

FIFTH: The Agreement and Plan of Merger is on file at 5100 Legacy Drive, Plano, Texas 75024, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of and Plan Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 25th day of August, A.D., 2014.


Authorized Officer

Name: Kelly Parsons

Title: Treasurer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of August 25, 2014 (the "Execution Date"), by and among CROSSMARK, Inc., a Delaware corporation ("CROSSMARK"); BST Acquisition, LLC, a Delaware limited liability company ("BST"); and GLE Acquisitions, LLC, a Delaware limited liability company ("GLE").

RECITALS:

WHEREAS, the Board of Directors of CROSSMARK, Inc., the Board of Managers of BST and the sole managing member of GLE have proposed the merger of BST and GLE with and into CROSSMARK, with CROSSMARK surviving such merger (the "Merger"), pursuant to the Certificate of Merger set forth in Exhibit A hereto (the "Merger Certificate"), and the transactions contemplated hereby, in accordance with the applicable provisions of the statutes of the State of Delaware which permit such a merger, contingent upon satisfaction prior to closing of all of the terms and conditions of this Agreement; and

WHEREAS, the parties hereto desire to make certain representations, warranties and agreements in connection with completion of the Merger.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, and the covenants, conditions, representations and warranties hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

1.01 The Merger. At the Effective Time (as hereinafter defined), and subject to the terms and conditions of this Agreement and the Merger Certificate, each of BST and GLE will be merged with and into CROSSMARK, and CROSSMARK will be the Surviving Entity. The term "Surviving Entity" appearing in this Agreement denotes CROSSMARK after the consummation of the Merger. CROSSMARK's existence, and all its purposes, powers, and objectives, will continue unaffected and unimpaired by the Merger, and as the Surviving Entity it will be governed by the laws of the State of Delaware and succeed to all of the rights, assets, liabilities, and obligations of BST and GLE in accordance with the laws of the State of Delaware. There shall be no appraisal rights with respect to the Merger. For federal income tax purposes, it is intended that the Merger shall constitute a tax-free reorganization within the meaning of the applicable provisions of the Internal Revenue Code of 1986, as amended.

1.02 Closing and Effective Time. Subject to the provisions of this Agreement, the parties shall hold a closing (the "Closing") on (i) the first Business Day (as defined below) on which the last of the conditions set forth in Article VII to be fulfilled prior to the Closing is fulfilled or waived or (ii) such other date (the "Closing Date") as the parties hereto may agree. Immediately upon the Closing, the parties will cause the Merger Certificate to be filed with the office of the Secretary of State of the State of Delaware in accordance with the applicable provisions of the statutes of such

State. Subject to and in accordance with such statutes, the Merger will become effective at the date and time at which the Merger Certificate has been filed with the office of the Secretary of State of the State of Delaware (the "Effective Time"). For purposes of this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday, or any day on which banks located in Plano, Texas are authorized to be closed by applicable law.

1.03 Survival of Assets and Liabilities

(a) All rights and interests of each of BST and GLE in and to every type of property shall be transferred to and vested in the Surviving Entity by virtue of the Merger without any deed or other transfer. The Surviving Entity, as of the Effective Time and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by each of BST and GLE immediately prior to the Effective Time.

(b) After the Effective Time, the Surviving Entity shall be liable for all liabilities of each of BST and GLE and all debts, liabilities, obligations and contracts of each of BST and GLE matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of BST and GLE, shall be those of and are hereby expressly assumed by the Surviving Entity and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of BST and GLE shall be preserved unimpaired.

1.04 Cancellation of Membership Interest Units in the Merger. Pursuant to the Merger Certificate, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any membership interests of BST and GLE, all membership interests of each of BST and GLE (the "Membership Interests") which are issued and outstanding immediately prior to the Effective Time shall be cancelled for no consideration and the certificates, if any, representing the Membership Interests shall be cancelled on the books and records of each of BST and GLE.

1.05 Officers; Directors; Certificate of Incorporation; Bylaws; Capital Stock. The officers and directors of CROSSMARK shall continue to serve as the officers and directors of the Surviving Entity from and after the Effective Time. The Certificate of Incorporation of CROSSMARK as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Entity from and after the Effective Time. The bylaws of CROSSMARK as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity from and after the Effective Time. Each share of capital stock of CROSSMARK (or right or instrument exercisable, exchangeable or convertible into a share of capital stock of CROSSMARK) outstanding immediately prior to the Effective Time is to be an identical outstanding or treasury share of the Surviving Entity from and after the Effective Time.

1.06 Principal Office. The established offices and facilities of CROSSMARK immediately prior to the Merger shall become the established offices and facilities of the Surviving Entity from and after the Effective Time.

1.07 Corporate Name. The name of the Surviving Entity from and after the Effective Time shall be "CROSSMARK, Inc."

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CROSSMARK

To induce BST and GLE to enter into this Agreement and to consummate the transactions contemplated hereby, CROSSMARK hereby represents and warrants to BST and GLE, as of each of the Execution Date and the Closing Date, the following:

2.01 Organization, Standing and Power. CROSSMARK is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

2.02 Authority. CROSSMARK has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of CROSSMARK in accordance with applicable law. Subject to the approval of CROSSMARK's stockholders, no other corporate proceedings on the part of CROSSMARK are necessary to authorize the Merger or the other transactions contemplated hereby.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BST

To induce CROSSMARK and GLE to enter into this Agreement and to consummate the transactions contemplated hereby, BST hereby represents and warrants to CROSSMARK and GLE, as of each of the Execution Date and the Closing Date, the following:

3.01 Organization, Standing and Power. BST is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

3.02 Authority. BST has all requisite limited liability company power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Managers of BST in accordance with applicable law.

Subject to the approval of BST's members, no other limited liability company proceedings on the part of BST are necessary to authorize the Merger or the other transactions contemplated hereby.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF GLE

To induce CROSSMARK and BST to enter into this Agreement and to consummate the transactions contemplated hereby, GLE hereby represents and warrants to CROSSMARK and BST, as of each of the Execution Date and the Closing Date, the following:

4.01 Organization, Standing and Power. GLE is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

4.02 Authority. GLE has all requisite limited liability company power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action in accordance with applicable law. No other limited liability company proceedings on the part of GLE are necessary to authorize the Merger or the other transactions contemplated hereby.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

Covenants of BST and GLE. During the period commencing on the Execution Date and continuing until the Effective Time, each of BST and GLE agrees (except as expressly contemplated or permitted by this Agreement, or to the extent that CROSSMARK shall otherwise consent in writing) as follows:

5.01 Ordinary Course. Such party shall carry on its business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted.

5.02 Governing Documents. Such party shall not amend or propose to amend its organizational charter or limited liability company agreement, except as contemplated by this Agreement.

5.03 Other Actions. Such party shall not take any action that would or is reasonably likely to result in any of its representations and warranties set forth in this Agreement being untrue as of the Effective Time, or in any of the conditions to closing set forth in Article VII not being satisfied.

ARTICLE VI

ADDITIONAL AGREEMENTS

6.01 Legal Conditions to Merger. Each party hereto shall take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on it with respect to the Merger and will promptly cooperate with and furnish information to each party hereto in connection with any such requirements imposed upon any of them in connection with the Merger. Each party hereto shall take all reasonable actions necessary to obtain (and will cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any Governmental Authority (as defined below) or other public or private third party, required to be obtained or made by such party in connection with the Merger or the taking of any action contemplated thereby or by this Agreement. For purposes of this Agreement, "Governmental Authority" means any nation or government, any state, regional, local, or other political subdivision thereof, and any entity or official exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

6.02 Parties' Action. The Board of Directors of CROSSMARK, the Board of Managers of BST and the sole managing member of GLE, by unanimous written consent in lieu of a meeting, have determined that the Merger is fair and in the best interests of each of CROSSMARK, BST and GLE respectively and its respective stockholders or members, as the case may be. The Board of Directors of CROSSMARK and the Board of Managers of BST, by unanimous written consent in lieu of a meeting, have directed that this Agreement and the Merger be submitted to CROSSMARK's shareholders and BST's members, respectively, for their adoption and approval and has resolved to recommend that CROSSMARK's shareholders and BST's members, respectively, vote in favor of the adoption of this Agreement and the approval of the Merger.

ARTICLE VII

CONDITIONS TO CLOSING

7.01 Conditions to Each Party's Obligation To Effect the Merger. The respective obligations of each party hereto to effect the Merger shall be conditional upon:

- (a) the filing, occurring or obtainment of all authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Authority or by any applicable law, rule, or regulation governing the transactions contemplated hereby;
- (b) The representations and warranties of each of the other parties hereto set forth in this Agreement shall be true and correct in all material respects (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date, except as otherwise contemplated by this Agreement;

- (c) Each of the other parties hereto shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior the Closing Date;
- (d) Each of the other parties hereto shall have obtained the consent or approval of each person whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease or other agreement or instrument, except those for which failure to obtain such consents and approvals would not, in the sole discretion of CROSSMARK, individually or in the aggregate, have a material adverse effect on any party hereto upon the consummation of the transactions contemplated hereby; and
- (e) There shall not be any litigation or other proceeding pending or threatened to restrain or invalidate the transactions contemplated by this Agreement, which, in the sole discretion of CROSSMARK would make the consummation of the Merger imprudent.

ARTICLE VIII

TERMINATION AND AMENDMENT

8.01 Termination. This Agreement may be terminated at any time prior to the Effective Time:

- (a) By written notice provided by CROSSMARK to BST and GLE;
- (b) By any party hereto if there has been a material breach of any representation, warranty, covenant or agreement on the part of another party hereto set forth in this Agreement, which breach has not been cured within 10 Business Days following receipt by the breaching party of written notice of such breach; or
- (c) By any party hereto if any permanent injunction or other order of a court or other competent authority preventing the consummation of the Merger shall have become final and non-appcalable.

8.02 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any party hereto. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

8.03 Amendment. This Agreement may only be amended by an instrument in writing signed on behalf of each of the parties hereto.

8.04 Extension; Waiver. At any time prior to the Effective Time, the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and

warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the covenants or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party.

ARTICLE IX

GENERAL PROVISIONS

9.01 Survival of Representations, Warranties and Agreements. The representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall not survive the Effective Time, except with respect to fraudulent breaches thereof, claims for which shall survive the Effective Time until the earlier to occur of the expiration of the applicable statute of limitations or the fifth anniversary of the Closing Date.

9.02 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

9.03 Entire Agreement; No Third Party Beneficiaries; Rights of Ownership. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

9.04 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law. Each party hereby irrevocably and exclusively submits to the jurisdiction of any state or federal court located in Collin County, Texas in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts.

9.05 No Remedy in Certain Circumstances. Each party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof to be null, void or unenforceable, or order any party to take any action inconsistent herewith or not to take any action required herein, the other parties shall not be entitled to specific performance of such provision or part hereof or to any other remedy, including but not limited to money damages, for breach hereof or of any other provision of this Agreement or part hereof as a result of such holding or order.

9.06 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either BST or GLE (whether by operation of law or otherwise) without the prior written consent of CROSSMARK. Subject to the preceding sentence, this

Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9.07 Further Assurances. Each party hereto shall, from time to time after the Effective Time, at the request of any other party hereto and without further consideration, execute and deliver such other instruments of conveyance, assignments, and transfer, and take such other actions, as such other party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

9.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile signature, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the parties set forth below as of the Execution Date.


CROSSMARK, INC.

By: 
Kelly Parsons, Treasurer

BST ACQUISITION, LLC 

By: 
Kelly Parsons, Manager

GLE ACQUISITIONS, LLC

By: 
Kelly Parsons, Treasurer

Signature Page to the Agreement and Plan of Merger

EXHIBIT A
FORM OF MERGER CERTIFICATE
[Attached hereto]

Exhibit A to the Merger Agreement and Plan of Reorganization