

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/26/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Datalytics Technologies LLC		05/26/2016	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	Noetix Corporation
Street Address:	515 Congress Avenue
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2829894	RAPIDDECISION

CORRESPONDENCE DATA

Fax Number: 6124927077

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: 6124927707

Email: enewby@fredlaw.com

Correspondent Name: Emma Newby, Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: Suite 4000

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Emma Newby
SIGNATURE:	/Emma Newby/
DATE SIGNED:	03/15/2019

Total Attachments: 7

source=Datalytics Merger#page1.tif
source=Datalytics Merger#page2.tif
source=Datalytics Merger#page3.tif

OP \$40.00 2829894

source=Datalytics Merger#page4.tif

source=Datalytics Merger#page5.tif

source=Datalytics Merger#page6.tif

source=Datalytics Merger#page7.tif

601 835 309

05/26/16 3186291-001
\$90.00 K
td: 3253395

FILED
MAY 26 2016
WA SECRETARY OF STATE

ARTICLES OF MERGER
OF
NOETIX CORPORATION
AND
DATALYTICS TECHNOLOGIES LLC

Pursuant to Section 23B.11.090 of the Washington Business Corporation Act, the undersigned Noetix Corporation, a Washington corporation ("Noetix"), executes and submits for filing the following Articles of Merger:

1. The Plan of Merger is as follows: Datalytics Technologies LLC, a Connecticut limited liability company ("Datalytics"), shall be merged with and into Noetix in accordance with Washington Business Corporation Act and the Connecticut General Statutes, whereupon the separate existence of Datalytics shall cease, and Noetix shall be the surviving entity of the merger and shall succeed to all of the rights, obligations, assets, and liabilities of Datalytics, as provided by applicable law. The by-laws of Noetix shall be the by-laws of the surviving entity until such time as they are altered, amended or repealed as therein provided or in accordance with applicable law. The Plan of Merger is attached as Exhibit A hereto.

2. The Plan of Merger was duly approved by the board of directors of Noetix.

3. Approval of the Plan of Merger by the shareholders of Noetix was required. This merger was duly approved by Noetix's shareholders pursuant to RCW, § 23B.11.030.

4. This merger is permitted by the laws of Connecticut under whose laws Datalytics is organized, and Datalytics has complied with such laws in effecting this merger. The merger was duly approved by Datalytic's sole member pursuant to the Connecticut General Statutes.

FW

Dated: May 26, 2016

NOETIX CORPORATION



By: Chris Ney, Authorized Signatory

TRADEMARK

REEL: 006592 FRAME: 0871

Exhibit A

Plan of Merger

PLAN OF MERGER

This Plan of Merger (this "Agreement") is made as of May 26, 2016, between Noetix Corporation, a Washington corporation ("Company") and Datalytics Technologies LLC, a Connecticut limited liability company ("the Merged Entity").

WITNESSETH:

WHEREAS, the Board of Managers of the Merged Entity and the Board of Directors of the Company deem it advisable and in the best interest of the Merged Entity to merge the Merged Entity with and into Company pursuant to the terms and conditions of this Agreement, such merger to be effected pursuant to the Connecticut General Statutes (the "CGL") and the Revised Code of Washington Laws (the "RCWL");

WHEREAS, the Company has adopted a resolution on the date hereof approving the form, terms and provisions of, and the transactions contemplated by, this Agreement; and

WHEREAS, the Merged Entity has obtained the consent of the sole member on the date hereof approving the form, terms and provisions of, and the transactions contemplated by, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company and Merged Entity hereby agree as follows:

ARTICLE I. THE MERGER

Section 1.01. The Merger. At the Effective Time (as defined below), the Merged Entity shall be merged with and into the Company in accordance with the CGL and the RCWL (the "Merger"), whereupon the separate existence of the Merged Entity shall cease, and the Company shall be the surviving entity of the Merger (the "Surviving Corporation") and shall succeed to all of the rights, obligations, assets, and liabilities of the Merged Entity, as provided by applicable law. The Company will prepare and execute the Articles of Merger (the "Washington Certificate") and deliver it to the Washington Secretary of State for filing in accordance with the RCWL. The Merger shall be effective immediately upon the filing of the Washington Certificate with the Washington Secretary of State (the "Effective Time").

Section 1.02. Effect on Shares and Membership Interests. At the Effective Time:

(a) The equity interests in Company shall remain outstanding and unaffected by the Merger.

(b) Each membership interest in the Merged Entity outstanding immediately prior to the Effective Time shall be cancelled and no payment shall be made with respect thereto.

ARTICLE II.
THE SURVIVING ENTITY

Section 2.01. Certificate of Incorporation. The existing Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the Surviving Corporation until such time as it is amended as therein provided or in accordance with applicable law.

Section 2.02. By-laws. The existing By-laws of the Company shall be the By-laws of the Surviving Corporation until such time as they are altered, amended or repealed as therein provided or in accordance with applicable law.

Section 2.03. Directors and Officers. The persons who are directors and officers of the Company immediately prior to the Effective Time shall, after the Merger, continue as directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the By-laws of the Company until their successors have been duly elected and qualified in accordance with the laws of the Washington State and the Certificate of Incorporation and By-laws of the Company.

Section 2.04. Surviving Entity Name. From and after the Effective Time, the name of the Surviving Corporation shall be "Noetix Corporation."

ARTICLE III.
MISCELLANEOUS

Section 3.01. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to the conflict of laws principles thereof.

Section 3.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one agreement.

Section 3.03. Termination. This Agreement may be terminated and the Merger abandoned by with the written consent of the Company and the Merged at any time prior to the Effective Time.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NOETIX CORPORATION

By: 
Name: Chris Ney
Title: Authorized Signatory

DATALYTICS TECHNOLOGIES
LLC

By: _____
Name: Lou Guercia
Title: President

Signature Page to Agreement and Plan of Merger

TRADEMARK

REEL: 006592 FRAME: 0875

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NOETIX CORPORATION

By: _____
Name: Chris Ney
Title: Authorized Signatory

DATALYTICS TECHNOLOGIES
LLC

By:  _____
Name: Lou Guercia
Title: President

Signature Page to Agreement and Plan of Merger