

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529374

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guardian Interlock, Inc.	FORMERLY Sheram Enterprises, Inc.	07/21/2015	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guardian Interlock, LLC		
<b>Street Address:</b>	228 Church Street		
<b>City:</b>	Marietta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30060		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2942994	AA ADVANCED ALCOHOL MONITORING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132416234		
<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>			
<b>Phone:</b>	(513) 241-2324		
<b>Email:</b>	sgoldman@whe-law.com		
<b>Correspondent Name:</b>	WOOD HERRON & EVANS LLP		
<b>Address Line 1:</b>	441 VINE STREET		
<b>Address Line 2:</b>	2700 CAREW TOWER		
<b>Address Line 4:</b>	CINCINNATI, OHIO 45202-2917		
<b>NAME OF SUBMITTER:</b>	Stephanie Joan Goldman		
<b>SIGNATURE:</b>	/Stephanie Joan Goldman/		
<b>DATE SIGNED:</b>	06/26/2019		
<b>Total Attachments: 11</b>			
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# STATE OF GEORGIA

**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF CONVERSION

I, **BRIAN P. KEMP**, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that a certificate of conversion has been filed on **JULY 20, 2015** converting

**GUARDIAN INTERLOCK, INC.**  
a Domestic for Profit Corporation

to

**GUARDIAN INTERLOCK, LLC**  
a Domestic Limited Liability Company

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of  
Atlanta and the State of Georgia on July 21, 2015



Brian P. Kemp  
Secretary of State

**CERTIFICATE OF CONVERSION  
OF  
GUARDIAN INTERLOCK, INC.  
INTO  
GUARDIAN INTERLOCK, LLC**

Guardian Interlock, Inc., a Georgia corporation f/k/a Sheram Enterprises, Inc. (the "Corporation"), in compliance with the requirements of the Georgia Limited Liability Company Act, as amended (the "Act"), and the Georgia Business Corporation Code, as amended (the "Code"), and desiring to effect a conversion of the Corporation into Guardian Interlock, LLC, a Georgia limited liability company (the "Surviving Company"), and acting by its authorized officer, hereby sets forth the following facts:

**NON-SURVIVING CORPORATION**

- a. The name of the Corporation immediately before the filing of this Certificate of Conversion is Guardian Interlock, Inc.
- b. The Corporation is a Georgia corporation existing pursuant to the provisions of the Code and was incorporated on July 15, 1991.

**SURVIVING COMPANY**

- c. The name of the Surviving Company is Guardian Interlock, LLC.
- d. The Surviving Company is a Georgia limited liability company existing pursuant to the provisions of the Act.

**PLAN OF CONVERSION**

The Plan of Entity Conversion was approved by the Corporation as follows: (i) by unanimous written consent executed as of July 17<sup>th</sup>, 2015, signed by all of the members of the Board of Directors of the Corporation, a resolution was adopted approving the Plan of Entity Conversion, and (ii) by written consent executed as of July 17<sup>th</sup>, 2015, signed by the sole shareholder of the Corporation, a resolution was adopted approving the Plan of Entity Conversion. The manner of adoption of the Plan of Entity Conversion constitutes full legal compliance with the provisions of the Act, the Code, the Articles of Incorporation of the Corporation, as amended, and the Bylaws of the Corporation, as amended.

**ARTICLES OF ORGANIZATION**

The Articles of Organization of the Surviving Company are attached hereto and made a part hereof as Exhibit A.

**EFFECTIVE TIME**

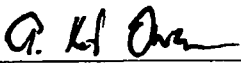
The effective time and date of the conversion hereby effectuated shall be at 11:59 P.M. EDT on the 21<sup>st</sup> day of July, 2015.

**[Signature Page Follows]**

I certify that I am authorized to execute this document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as if I had signed this document under oath.

Executed on this 17<sup>th</sup> day of July, 2015.

GUARDIAN INTERLOCK, INC.

By:   
Kent Owens, President and CEO

[Signature Page to Certificate of Conversion – (Guardian Interlock, Inc.)]

TRADEMARK  
REEL: 006679 FRAME: 0006

**EXHIBIT A**

**ARTICLES OF ORGANIZATION**

(See attached.)

**ARTICLES OF ORGANIZATION  
OF  
GUARDIAN INTERLOCK, LLC**

**ARTICLE I**

**Name and Principal Office**

The name of the company is Guardian Interlock, LLC (the "Company"). The Principal Office is 228 Church Street, Marietta, Georgia 30060.

**ARTICLE II**

**Registered Office and Registered Agent**

The street address of the Company's initial registered office is 1201 Peachtree Street, N.E., Atlanta, Fulton County, Georgia, 30361. The name of the Company's initial registered agent at such registered office is CT Corporation System.

**ARTICLE III**

**Purposes**

The purpose for which the Company is formed is to engage in and to transact any and all lawful business for which limited liability companies may be organized under the Act.

**ARTICLE IV**

**Duration**

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Georgia Limited Liability Company Act (the "Act"), the duration of the Company shall be perpetual.

**ARTICLE V**

**Management**

The Company is to be managed by its Manager in accordance with the Company's Operating Agreement and the Act.

**ARTICLE VI**

**Transferability**

A Member of the Company may transfer his, her or its interest in the Company only in accordance with the provisions of the Company's Operating Agreement and the Act.



## ARTICLE VII

### Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Georgia the Company shall indemnify any Member or Manager (any such Member or Manager and any responsible officers, partners, shareholders, members, directors, or managers of such Member or Manager which is an entity, hereinafter being referred to as the "Indemnified Person") made a Party (as hereinafter defined) to any Proceeding (as hereinafter defined) because such Person (as hereinafter defined) is or was a Member or Manager (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all Liability (as hereinafter defined) incurred by such Person in connection with any Proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such Person is permissible in the circumstances because the Person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable Expenses (as hereinafter defined) incurred by such a Person in connection with any such Proceeding in advance of final disposition thereof if (i) the Person furnishes the Company a written affirmation of the Person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the Person furnishes the Company a written undertaking, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that such Person did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Person who is wholly successful, on the merits or otherwise, in the defense of any such Proceeding, as a matter of right, against reasonable Expenses incurred by the Person in connection with the Proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Person for indemnification or advancement of Expenses, as the case may be, the Company shall expeditiously determine whether the Person is entitled thereto in accordance with this Article. The indemnification and advancement of Expenses provided for under this Article shall be applicable to any Proceeding arising from acts or omissions occurring before or after the adoption of this Article. However, indemnification or reimbursement for Expenses related to establishing or enforcing a right to indemnification under this Article, applicable law or otherwise is available only if such Person prevails on the claim for indemnification.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was an Indemnified Person as defined in paragraph (a) of this Article.

(c) Indemnification of a Person is permissible under this Article only if (i) such Person conducted himself, herself or itself in good faith, (ii) such Person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such Liability is the result of the Person's willful misconduct, recklessness, violation of the Company's Operating Agreement or any improperly obtained financial or other benefit to which the Person was not legally entitled. The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible shall be made by (i) a majority in interest of the Members (including any interested Member); or (ii) independent special legal counsel selected in accordance with (d)(i) above.

(e) Any Indemnified Person who is a Party to a Proceeding may apply for indemnification from the Company to the court, if any, conducting the Proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a Proceeding in which the Person is wholly successful, on the merits or otherwise, the Person is entitled to indemnification under this Article, in which case the court shall order the Company to pay the Person his, her or its reasonable Expenses incurred to obtain such court ordered indemnification; or

(ii) The Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the standard of conduct set forth in paragraph (c) of this Article.

(f) A Person is considered to be serving an employee benefit plan at the Company's request if the Person's duties to the Company also impose duties on, or otherwise involve services by, the Person to the plan or to participants in or beneficiaries of the plan. Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of Expenses to any such Person or any Person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance Expenses to any Person. It is the intent of this Article to provide indemnification to such a Person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Operating Agreement or a contract between the Company and that Member or Manager), breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "Expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "Liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.

(iii) The term "Party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding.

(iv) The term "Person" includes any natural person and any type of legal entity.

(v) The estate or personal representative of a natural person Entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as such natural person.

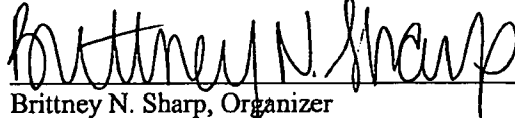
(vi) The term "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(vii) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Article, or both, against any Liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such Person against such Liability.

**[Signature Page Follows]**

IN WITNESS WHEREOF, these Articles of Organization have been executed by the undersigned, as Organizer of the Company, this 17<sup>th</sup> day of July, 2015.

**GUARDIAN INTERLOCK, LLC**

  
\_\_\_\_\_  
Brittney N. Sharp, Organizer



Brian P. Kemp  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
2 Martin Luther King Jr. Dr. SE  
Suite 313 West Tower  
Atlanta, Georgia 30334  
(404) 656-2817  
sos.georgia.gov/corporations

**TRANSMITTAL INFORMATION  
GEORGIA LIMITED LIABILITY COMPANY**

**IMPORTANT**

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: brittney.sharp@icemiller.com

**NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM**

1.	LLC Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank.) <u>Guardian Interlock, LLC</u> LLC Name (List exactly as it appears in articles)				
2.	Name of person filing articles (Certificate will be mailed to this person at address below.) <u>Brittney N. Sharp</u>		Telephone Number <u>(317) 236-2316</u>		
	Address <u>One American Square, Suite 2900</u>				
	<u>Indianapolis</u> City	<u>IN</u> State	<u>46282</u> Zip Code		
3.	Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box.) <u>228 Church Street</u>				
	<u>Marietta</u> City	<u>GA</u> State	<u>30060</u> Zip Code		
4.	Name of LLC's Registered Agent in Georgia <u>C T Corporation System</u>				
	Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.) <u>1201 Peachtree Street, N.E.</u>				
	<u>Atlanta</u> City	<u>Fulton</u> County	<u>GA</u> State	<u>30361</u> Zip Code	
5.	Name and Address of Each Organizer (Attach additional sheets if necessary.)				
	<u>Brittney N. Sharp</u> Organizer	<u>One American Square, Suite 2900</u> Address	<u>Indianapolis</u> City	<u>IN</u> State	<u>46282</u> Zip Code
	Organizer	Address	City	State	Zip Code
6.	Mail the following items to the Secretary of State at the above address: 1) This transmittal form; 2) The Articles of Organization; and 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable				
	Authorized Signature: <u><i>Brittney N. Sharp</i></u>			Date: <u>7/15</u> July, 2015	
	Print Name: <u>Brittney N. Sharp</u>				
	Signer's Capacity: (Choose one) <input type="checkbox"/> Member <input type="checkbox"/> Manager <input checked="" type="checkbox"/> Organizer <input type="checkbox"/> Attorney-in-fact				

Request certificates and obtain entity information via the Internet: [sos.georgia.gov/corporations](http://sos.georgia.gov/corporations)

FORM 231  
(Rev. 4/2015)