

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cunningham Lindsey U.S. LLC		06/27/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Sedgwick Claims Management Services, Inc.
Street Address:	1100 Ridgeway Loop Road, Suite 200
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38120
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3049542	1-800-ADJUST4
Registration Number:	2108707	1-800-ADJUST4
Registration Number:	5454293	EFI VALE SPECIALIST PROGRAM ROOF
Registration Number:	5454294	EFI VALE SPECIALIST PROGRAM ROOF EVS/R E
Registration Number:	5449254	EVS/R
Registration Number:	5421435	FAS GLOBAL
Registration Number:	5421436	FAS GLOBAL
Registration Number:	3766169	VALE ONLINE
Registration Number:	3766170	VALE TRAINING SOLUTIONS
Registration Number:	3770000	VALE TRAINING SOLUTIONS
Registration Number:	5279177	WEATHERNET
Registration Number:	5279176	WEATHERNET

CORRESPONDENCE DATA

Fax Number: 3128966289

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: 2136876718

Email: sfifield@lockelord.com

TRADEMARK

Correspondent Name: Sean C. Fifield
Address Line 1: 111 S. Wacker Dr.
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 100184400001

NAME OF SUBMITTER: Ingrid Scheckel

SIGNATURE: /Ingrid Scheckel/

DATE SIGNED: 07/26/2019

Total Attachments: 8

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Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a filing instrument merging

Cunningham Lindsey U.S. LLC
Domestic Limited Liability Company (LLC)
[File Number: 802986730]

Into

SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.
Foreign For-Profit Corporation
Illinois, USA
[File Number: 11367206]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Deputy Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 06/28/2019

Effective: 06/30/2019 09:06 am



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

Form 622
(Revised 12/15)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: see instructions



**Certificate of Merger
Combination Merger
Business Organizations Code**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
JUN 28 2019
Corporations Section

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

Cunningham Lindsey U.S. LLC

Name of Organization

The organization is a Limited Liability Company It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

Texas, USA

The file number, if any, is 0802986730

State

Country

Texas Secretary of State file number

Its principal place of business is 2711 Lyndon B. Johnson Fwy Ste 900, Dallas, TX 75235

Address

City

State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

Sedgwick Claims Management Services, Inc.

Name of Organization

The organization is a For-Profit Corporation It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

Illinois, USA

The file number, if any, is _____

State

Country

Texas Secretary of State file number

Its principal place of business is 8125 Sedgwick Way, Memphis, TN 38125

Address

City

State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 3

Name of Organization

The organization is a _____ It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

The file number, if any, is _____

State

Country

Texas Secretary of State file number

Its principal place of business is _____

Address

City

State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

Instead of providing the plan of merger, each domestic filing entity certifies that:

1. A plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.

2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Item 3A is the default selection. If the merger effected an amendment to, a restatement of, or an amendment and restatement of the certificate of formation of a surviving filing entity, you must select and complete one of the options shown below. Options 3B and 3C require the submission of the described attachment.

3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.

3B. No amendments to the certificate of formation of any filing entity are being effected by the merger or by the restated certificate of formation of the surviving filing entity named in the attached restated certificate of formation.

3C. The plan of merger effected an amendment and restatement of the certificate of formation of a surviving filing entity. The amendments being made and the name of the surviving entity restating its certificate of formation are set forth in the attached restated certificate of formation containing amendments.

3D. The plan of merger effected amendments or changes to the following surviving filing entity's certificate of formation.

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Text Area

Tax Certificate

- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- Instead of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: June 27, 2019

Cunningham Lindsey U.S. LLC, by Sedgwick Claims Management Services, Inc., its sole member

Merging Entity Name
Stephen R. Hurley

Signature of authorized person (see instructions)
Stephen R. Hurley, Senior Vice President

Printed or typed name of authorized person

Sedgwick Claims Management Services, Inc.

Merging Entity Name
Stephen R. Hurley

Signature of authorized person (see instructions)
Stephen R. Hurley, Senior Vice President

Printed or typed name of authorized person

Merging Entity Name

Signature of authorized person (see instructions)

Printed or typed name of authorized person

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 27, 2019, is by and between **CUNNINGHAM LINDSEY U.S. LLC**, a Texas limited liability company (the "Merging Entity"), and **SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.**, an Illinois corporation (the "Surviving Entity" and together with the Merging Entity, the "Merger Parties").

RECITALS

WHEREAS, the Merging Entity and the Surviving Entity desire to effect a statutory merger of the Merging Entity with and into the Surviving Entity in the manner herein set forth (the "Merger"), and the members, managers, directors or shareholders, as applicable (each a "Governing Body" and, collectively the "Governing Bodies") of the Merger Parties have duly adopted resolutions, by unanimous written consent, approving this Agreement and the Merger.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties hereto that the Merging Entity shall be merged with and into the Surviving Entity in accordance with the applicable provisions of the Texas Business Organizations Code, the Illinois Business Corporation Act and upon the following terms and conditions.

ARTICLE I THE MERGER

Section 1.1. General. On the Effective Time (as hereinafter defined) of the Merger, the Merging Entity shall merge with and into the Surviving Entity, the Surviving Entity shall survive the Merger and continue to be an Illinois corporation and the separate existence of the Merging Entity shall cease to exist.

Section 1.2. Effect of Merger. On the Effective Time of the Merger, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Merging Entity; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Merging Entity on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in the Merging Entity, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of the Merging Entity shall be preserved unimpaired, and all liens upon the property of the Merging Entity shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

Section 1.3. Effective Time of the Merger. The Merger contemplated by this Agreement shall be effective on June 30, 2019 at 9:06 a.m. central time (the "Effective Time").

**ARTICLE II
GOVERNING DOCUMENTS
OF THE SURVIVING ENTITY**

The charter, articles or certificate of organization, bylaws, operating agreement or other organic governing document, as applicable, of the Surviving Entity (collectively, the “Governing Documents”) shall remain the Governing Documents of the Surviving Entity following the Effective Time of the Merger, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

**ARTICLE III
EFFECT OF MERGER ON EQUITY INTERESTS**

Upon the Effective Time of the Merger, all equity interests in the Merging Entity outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered, cancelled and extinguished. As the Surviving Entity is the sole direct or indirect owner of the Merging Entity’s equity interests, no new equity interests in the Surviving Entity will be issued in connection with the Merger.

**ARTICLE IV
GOVERNING BODIES AND OFFICERS**

The Governing Bodies and officers of the Surviving Entity immediately prior to the Effective Time of the Merger shall remain the Governing Bodies and officers of the Surviving Entity immediately after the Effective Time of the Merger.

**ARTICLE V
TERMINATION**

At any time prior to the Effective Time of the Merger, this Agreement may be terminated and abandoned by the Governing Bodies of the Merging Entity or the Governing Bodies of the Surviving Entity. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Entity nor the Surviving Entity or their respective Governing Bodies or officers shall be liable in respect to such termination or abandonment.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois and, so far as applicable, the merger provisions of the Texas Business Organizations Code.

Section 6.2. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CUNNINGHAM LINDSEY U.S. LLC, a
Texas limited liability company

**SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.**, an Illinois corporation

By: Sedgwick Claims Management
Services, Inc., its sole member

By: Stephen R. Hurley
Name: Stephen R. Hurley
Title: Senior Vice President

By: Stephen R. Hurley
Name: Stephen R. Hurley
Title: Senior Vice President