

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/27/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INCROWD, LLC		07/27/2011	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	INCROWD, INC.
Street Address:	480 Pleasant Street
City:	Watertown
State/Country:	MASSACHUSETTS
Postal Code:	02472
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4399580	INCROWD

CORRESPONDENCE DATA

Fax Number: 2123553333
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: 2128138800
Email: SAllirampersad@goodwinlaw.com
Correspondent Name: GOODWIN PROCTER LLP
Address Line 1: 620 Eighth Avenue
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	137989-271519
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal
SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	08/07/2019

Total Attachments: 10

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 27th day of July, 2011, between InCrowd, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (“MA LLC”), and InCrowd, Inc., a corporation organized under the laws of the State of Delaware (“DE Corp.”), DE Corp. and MA LLC, together (the “Constituent Companies”). MA LLC is hereinafter also sometimes referred to as the “Merged Company” and DE Corp. is hereinafter also sometimes referred to as the “Surviving Corporation”.

WITNESSETH

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that MA LLC be merged with and into DE Corp. under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Delaware General Corporation Laws and the Massachusetts General Laws;

WHEREAS, DE Corp., by its Certificate of Incorporation, has an authorized capital stock consisting of 5,000,000 shares of Common Stock, \$0.001 par value per share (“DE Stock”), two (2) shares of which are outstanding;

WHEREAS, the membership percentage interests of MA LLC, all of which are entitled to vote, which shall be converted into shares of DE Stock at the Effective Time (defined below) (“MA Interests”), are as follows:

MEMBER	MA INTEREST
Janet V. Kosloff	50%
Barbara Diane Hayes	50%

WHEREAS, the registered office of MA LLC in the Commonwealth of Massachusetts is located at 38 Baker Circle, Chestnut Hill, Massachusetts 02467 and the registered office of DE Corp. in the State of Delaware is located at 2711 Centerville Road, Suite 400, Delaware 19808.

NOW, THEREFORE, the Constituent Companies, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the Effective Time, MA LLC shall be merged into DE Corp. and DE Corp. shall be the Surviving Corporation. The separate existence of MA LLC shall cease at the Effective Time, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Corporation.

SECOND: This Agreement and Plan of Merger shall become effective when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Massachusetts General Laws, and the General Corporation Law of Delaware, are accepted for filing by the appropriate office of the Commonwealth of Massachusetts and the State of Delaware, respectively. The time of such effectiveness being hereinafter called the “Effective Time”. The date on which the Effective Time occurs is referred to herein as the “Effective Date”.

THIRD: The Certificate of Incorporation of DE Corp. shall continue in full force and effect as the charter of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with the law.

FOURTH: The purposes of the Surviving Corporation shall be to engage in the business of online registration services; and to do any and all acts and things permitted to be done by a corporation within the State of Delaware, pursuant to the provisions of the Delaware General Corporation Laws.

FIFTH:

(i) On the Effective Date, each Member's MA Interest shall be converted into the number, class and series of Delaware Company Stock listed opposite such Member's name on Exhibit A hereto.

(ii) On the Effective Date, each share of Delaware Common Stock outstanding prior to consumation of the merger contemplated by this Agreement shall automatically, by virtue of the Merger, be cancelled without payment of any consideration therefor and without any conversion thereof.

SIXTH: The terms and conditions of the merger are as follows:

(a) The Bylaws of the Surviving Corporation in effect prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Surviving Corporation immediately prior to the Effective Time and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

(c) At and after the Effective Time, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liability and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Companies acquired by the Surviving Corporation

by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Company and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(e) This Agreement and Plan of Merger shall be submitted to the members of the Merged Company and the stockholders of the Surviving Corporation as and to the extent provided by law.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Corporation, acting by its members (in the case of MA LLC) or its Board of Directors (in the case of DE Corp.), at any time prior to its adoption by members (in the case of MA LLC) or stockholders (in the case of DE Corp.) as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, each acting by its members (in the case of MA LLC) or its Board of Directors (in the case of DE Corp.), at any time after such adoption by such members or stockholders and prior to the Effective Time. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or of its members or managers (in the case of MA LLC) or Board of Directors or stockholders (in the case of DE Corp.).

(g) This Agreement and Plan of Merger constitutes a Plan of Reorganization, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.

(h) All acts, plans, policies, approvals and authorizations of MA LLC, its members, shareholders, committees elected or appointed by its managers, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on MA LLC.

(i) From and after the Effective Time, the officers and directors of the Surviving Corporation are hereby authorized in the name of the limited liability company and corporation that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement and Plan of Merger.

SEVENTH: The Surviving Corporation agrees to appoint, and hereby appoints irrevocably, the Secretary of the Commonwealth of Massachusetts as its true and lawful attorney upon whom all lawful process in any action or proceeding in the Commonwealth of Massachusetts may be served as provided pursuant to Massachusetts General Laws, Chapter 156C, Section 61.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by duly adopted resolutions, have caused this Agreement and Plan of Merger to be executed by the individuals listed below, and that their signatures shall constitute the affirmation or acknowledgment of the signatories, under penalties of perjury, that the execution of this Agreement is the act and deed of each of the parties, respectively, and that the facts stated herein are true.

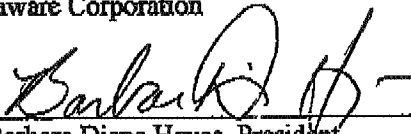
INCROWD, LLC
A Massachusetts Limited Liability Company

By: 
Barbara Diane Hayes, Manager

By: _____
Janet V. Kosloff, Manager

[CORPORATE SEAL]

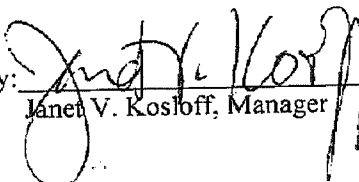
INCROWD, INC.
A Delaware Corporation

By: 
Barbara Diane Hayes, President

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by duly adopted resolutions, have caused this Agreement and Plan of Merger to be executed by the individuals listed below, and that their signatures shall constitute the affirmation or acknowledgment of the signatories, under penalties of perjury, that the execution of this Agreement is the act and deed of each of the parties, respectively, and that the facts stated herein are true.

INCROWD, LLC
A Massachusetts Limited Liability Company

By: _____
Barbara Diane Hayes, Manager

By:  _____
Janet V. Kosloff, Manager

[CORPORATE SEAL]

INCROWD, INC.
A Delaware Corporation

By: _____
Barbara Diane Hayes, President

Exhibit A

MA LLC Member	MA Interests	Shares of DE Corp. Common Stock, 0.001 par value per share
Janet V. Kosloff	50	2,005,000
Barbara Diane Hayes	50	2,005,000
Total	100.00%	100.00%

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:

"INCROWD, LLC", A MASSACHUSETTS LIMITED LIABILITY COMPANY, WITH AND INTO "INCROWD, INC." UNDER THE NAME OF "INCROWD, 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 JULY, A.D. 2011, AT 2:20 O'CLOCK P.M.

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

5014407 8100M

110863004

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8933172

DATE: 07-28-11

TRADEMARK
REEL: 006714 FRAME: 0072

CERTIFICATE OF MERGER

OF

INCROWD, LLC
a Massachusetts limited liability company

INTO

INCROWD, INC.
a Delaware corporation

(UNDER SECTION 264 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE)


InCrowd, Inc., a Delaware corporation, hereby certifies that:

- (1) The name and state of formation or incorporation of each of the constituent corporations are:
 - (a) InCrowd, LLC, a Massachusetts limited liability company ("InCrowd-MA"); and
 - (b) InCrowd, Inc., a Delaware corporation ("InCrowd-DE").
- (2) An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by InCrowd-MA and InCrowd-DE, in accordance with the provisions of subsection (c) of Section 264 of the General Corporation Law of the State of Delaware.
- (3) The name of the surviving corporation (the "Surviving Corporation") is InCrowd, Inc.
- (4) The certificate of incorporation of InCrowd-DE shall be the certificate of incorporation of the Surviving Corporation.
- (5) The Surviving Corporation is a corporation under the laws of the State of Delaware.
- (6) The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation at 38 Baker Circle, Chestnut Hill, Massachusetts 02467.
- (7) A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any member of InCrowd-MA or stockholder of InCrowd-DE.
- (8) The effective date of this Certificate of Merger shall be the date of its filing.


IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate to be signed by the undersigned authorized officer, on the ___ day of July, 2011.

INCROWD, LLC

By: _____
Janet V. Kosloff, Manager

By:  _____
Barbara Diane Hayes, Manager

INCROWD, INC.

By:  _____
Barbara Diane Hayes, President

IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate to be signed by the undersigned authorized officer, on the 27th day of July, 2011.

INCROWD, LLC

By: 
Janet V. Kosloff, Manager

By: _____
Barbara Diane Hayes, Manager

INCROWD, INC.

By: _____
Barbara Diane Hayes, President