

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542467

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2016
RESUBMIT DOCUMENT ID:	900515938

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Logistical Athletic Solutions, LLC		06/21/2016	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Teamworks Innovations, Inc.
Street Address:	122 East Parrish Street
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4860330	TW
Registration Number:	4458572	TEAMWORKS

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-269-8000

Email: temanuelson@nge.com

Correspondent Name: Antony J. McShane

Address Line 1: 2 North LaSalle St., Suite 1700

Address Line 2: Neal, Gerber & Eisenberg LLP

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	025918-0701TEAMWORKS
NAME OF SUBMITTER:	Antony J. McShane
SIGNATURE:	/Antony J. McShane/
DATE SIGNED:	09/25/2019

Total Attachments: 7

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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE * Secretary of State

0165183-8

06/30/2016

GEORGE D. MAURIDES
33 N LASALLE ST. STE 1910
CHICAGO, IL 60602-0000

RE LOGISTICAL ATHLETIC SOLUTIONS, LLC

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE NAMED COMPANY HAVE BEEN
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.


SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-37.25**

May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62758
217-524-8008
www.cyberdriveillinois.com

Per  this
IL 16022200

Illinois
Limited Liability Company Act

Articles of Merger

DUPLICATE

Type or print clearly.

Filing Fee: \$
(Filing fee \$100 plus \$50 each entity
more than two)

Approved:

FILE # 01651838

This space for use by Secretary of State.

FILED
JUN 28 2016
JESSE WHITE
SECRETARY OF STATE

AJW FEE: \$ 100

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
Logistical Athletic Solutions, LLC	LLC	IL	10/13/2005	01651838
Teamworks Innovations, Inc.	Corporation	DE	N/A	N/A

2. A copy of the plan as approved must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Teamworks Innovations, Inc.

b. Address of Surviving Entity: 122 East Parrish Street, Durham, NC 27701

c. File Number (if any): _____

d. Jurisdiction: Delaware

4. Effective date of merger: (check one)

a. the filing date, or
b. a later date, but not more than 30 days subsequent to the filing date: June 30, 2016
Month, Day, Year

5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:


Handwritten initials

LLC-97.25

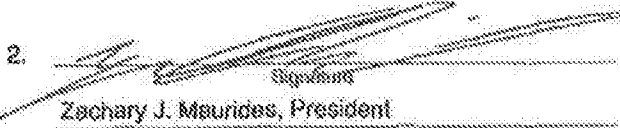
If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

6. The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated June 21 Month & Day, 2016 Year

1. 

Signature
Zachary J. Maurides, Manager
Name and Title (type or print)
Logistical Athletic Solutions, LLC
Name if a Corporation or other Entity

2. 

Signature
Zachary J. Maurides, President
Name and Title (type or print)
Teamworks Innovations, Inc.
Name if a Corporation or other Entity

3. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

4. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.
Carbon copy, photocopy or rubber stamp signatures
may only be used on conformed copies.**

**AGREEMENT AND PLAN OF MERGER
OF LOGISTICAL ATHLETIC SOLUTIONS, LLC
WITH AND INTO
TEAMWORKS INNOVATIONS, INC.**

This Agreement and Plan of Merger is adopted, executed and this the 21st day of
June, 2016, by and between Logistical Athletic Solutions, LLC, an Illinois limited liability
company with its principal office located at 122 East Parrish Street, Durham, NC 27701 (the
"Merging Entity"), and Teamworks Innovations, Inc., a Delaware corporation with its principal
office located at 122 East Parrish Street, Durham, NC 27701 (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Merging Entity owns all of the outstanding capital stock of the Surviving
Entity;

WHEREAS, the Surviving Entity and the Merging Entity desire to effect the merger of the
Merging Entity with and into the Surviving Entity upon the terms set forth herein (the "Merger");

WHEREAS, the sole director of the Surviving Entity has duly approved this Agreement
and Plan of Merger; and

WHEREAS, the managers and the members of the Merging Entity have duly approved this
Agreement and Plan of Merger.

NOW, THEREFORE, the parties hereto do hereby approve and adopt this Agreement Plan
of Merger for the purpose of setting forth the terms and conditions of the Merger and the means of
carrying the same into effect.

**ARTICLE I
THE MERGER**

1.1 Merger. The Merging Entity shall be merged with and into the Surviving Entity
pursuant to Section 264 of the Delaware General Corporation Law (the "Corporation Act") and
Section 37-20 of the Illinois Limited Liability Company Act (the "LLC Act"). After the Merger,
the Surviving Entity shall have the name Teamworks Innovations, Inc.

1.2 Effective Date. The Merger shall be effected by the filing of a certificate of merger
with the Delaware Secretary of State in accordance with the Corporation Act and the filing of
articles of merger with the Illinois Secretary of State in accordance with the LLC Act. The
Merger shall become effective on June 30, 2016. The time at which the Merger becomes effective
is referred to herein as the "Effective Time."

1.3 Effect of the Merger. Upon the Merger becoming effective, the separate existence
of the Merging Entity will cease, and the existence of the Surviving Entity, with all of its
purposes, powers and objects, will continue unaffected and unimpaired by the Merger. The

Surviving Entity shall continue its existence under the laws of the State of Delaware and shall, as of the Effective Time, possess all of the rights, privileges, immunities, powers and franchises of the Merging Entity. All of the property (real, personal and mixed) and every other asset of the Merging Entity shall vest in the Surviving Entity without reversion or impairment and without further act or deed. The Surviving Entity shall assume and be liable for all the liabilities and obligations of the Merging Entity.

ARTICLE II

EFFECT ON SHARES AND MEMBERSHIP INTERESTS

2.1 Cancellation of Outstanding Shares of Surviving Entity. At the Effective Time, the shares of the capital stock of the Surviving Entity that were outstanding immediately prior to the Effective Time shall be cancelled for no consideration.

2.2 Conversion of Membership Interests.

(a) For purposes of this Agreement and Plan of Merger, the term "LLC Interest" shall mean, with respect to any person, such person's entire "membership interest" in the Merging Entity within the meaning of Section 1-5 of the LLC Act, including, without limitation, all rights and powers such person has with respect to the Merging Entity pursuant to the Amended and Restated Operating Agreement of the Merging Entity dated January 1, 2009 as amended prior to the date hereof (the "Operating Agreement") and such person's interest, as defined in Section 1.20 of the Operating Agreement.

(b) Immediately upon the Effective Time, each LLC Interest shall be converted into the right to receive a number of shares of Common Stock of the Surviving Entity equal to the product determined by multiplying (A) the number of Units (as defined in the Operating Agreement) attributable to such LLC Interest immediately prior to the Effective Time, as set forth on Schedule 1 to that certain Fourth Amendment to Amended & Restated Operating Agreement of the Merging Entity dated January 1, 2016 by (B) 7.0540893; provided that no fractional shares of Common Stock of the Surviving Entity shall be issued and if application of the foregoing formula with respect to any LLC Interest would result in fractional shares, the number of shares of Common Stock of the Surviving Entity to be issued in respect of such LLC Interest shall be rounded down to the nearest whole number.

ARTICLE III

CERTIFICATE OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS

3.1 Certificate of Incorporation and Bylaws. Upon the Effective Time, (i) the certificate of incorporation of the Surviving Entity shall be identical to the certificate of incorporation of the Surviving Entity in effect immediately prior to the Effective Time, until thereafter amended as provided by law, and (ii) the bylaws of the Surviving Entity shall be identical to the bylaws of the Surviving Entity in effect immediately prior to the Effective Time, until thereafter amended as provided by law.

3.2 Directors and Officers. The directors and officers of the Surviving Entity immediately prior to the Effective Time shall remain in office and shall continue to hold office until their respective successors shall have been elected and qualified as provided in the bylaws of the Surviving Entity or by law.

ARTICLE IV
MISCELLANEOUS

4.1 Amendment. This Agreement and Plan of Merger may be amended or abandoned by the Merging Entity by action taken by its managers.

4.2 Headings. The article and section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement and Plan of Merger.

4.3 Counterparts. This Agreement and Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

[signature page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties have caused their respective names to be hereunder subscribed by their respective officers thereunto duly authorized, all as of the day and year first above written.

TEAMWORKS INNOVATIONS, INC.

By: 

Name: Zachary J. Maurides

Title: President

LOGISTICAL ATHLETIC SOLUTIONS, LLC

By: 

Name: Zachary J. Maurides

Title: Manager