

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/05/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetGain Technologies, Inc.		11/05/2018	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	NetGain Technologies, LLC		
Street Address:	2031 Georgetown Road		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3746020	TECHNOLOGY ONESOURCE	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<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>			
Phone:	5139778527		
Email:	april.besl@dinsmore.com		
Correspondent Name:	April L. Besl		
Address Line 1:	255 E. 5TH STREET, SUITE 1900		
Address Line 4:	CINCINNATI, OHIO 45202		
NAME OF SUBMITTER:	April L Besl		
SIGNATURE:	/april l besl/		
DATE SIGNED:	09/27/2019		
Total Attachments: 5			
source=36. Articles of Merger#page1.tif			
source=36. Articles of Merger#page2.tif			
source=36. Articles of Merger#page3.tif			
source=36. Articles of Merger#page4.tif			
source=36. Articles of Merger#page5.tif			

OP \$40.00 3746020

0494781.09

amcray
MRG

Alison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
11/5/2018 3:19 PM
Fee Receipt: \$50.00


ARTICLES OF MERGER

Pursuant to KRS 271B.11-080, the undersigned applies to qualify and for that purpose submits the following statements:


1. The following corporation is a party to a merger and has merged into the surviving entity: NetGain Technologies, Inc., a Kentucky corporation.
2. The name of the surviving entity is: NetGain Technologies, LLC, a Delaware limited liability company.
3. The street address of the surviving entity's chief executive office is: 2031 Georgetown Road, Lexington, KY 40511.
4. The street address of the corporation in Kentucky is: 2031 Georgetown Road, Lexington, KY 40511.
5. The Plan of Merger is on file at: 2031 Georgetown Road, Lexington, KY 40511, and was duly authorized and approved by each constituent business entity in accordance with the laws applicable to such business entity.
6. The surviving entity agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of any constituent business entity party to the merger that was organized under the laws of the Commonwealth of Kentucky, as well as for enforcement of any obligation of the surviving entity arising from the merger.
7. The surviving entity hereby appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding. A copy of the process shall be mailed to: 2031 Georgetown Road, Lexington, KY 40511.

We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

NetGain Technologies, Inc., a Kentucky corporation

By: 
Name: Jason A. Jacobson
Title: CEO
Date: November 5, 2018

NetGain Technologies, LLC, a Delaware limited liability company

By: 
Name: Jason A. Jacobson
Title: CEO
Date: November 5, 2018

ACTIVE\77068484.v1-11/4/18

TRADEMARK
REEL: 006757 FRAME: 0118

PLAN OF MERGER

This Plan of Merger is made as of the 5th day of November, 2018 by and between NETGAIN TECHNOLOGIES, INC., a Kentucky corporation (herein sometimes referred to as the "Merging Company"), and NETGAIN TECHNOLOGIES, LLC, a Delaware limited liability company (herein sometimes referred to as the "Surviving Company" and, together with the Merging Company, the "Constituent Companies").

Background

WHEREAS, the Merging Company is a corporation formed and existing under the laws of the Commonwealth of Kentucky by the filing of the Articles of Incorporation (the "Articles") with the Department of State of the Commonwealth of Kentucky on May 18, 2000 pursuant to the Kentucky Business Act (the "KY Act");

WHEREAS, the (1) shareholders and directors of the Merging Company and (2) the sole-member of the Surviving Company, have determined that it is in the best interests of the Constituent Companies that the Merging Company be merged with and into the Surviving Company pursuant to the terms and conditions contained in this Merger Agreement (the "Merger"), and in accordance with the applicable laws of the Commonwealth of Kentucky and the State of Delaware.

WHEREAS, the parties intend to effect a merger of the Constituent Companies in accordance with this Plan of Merger, the KY Act and the Delaware Limited Liability Company Act, as amended (the "DE Act").

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Plan

1. **Merger**. At the Effective Time (as defined in Section 3), the Merging Company shall be merged with and into the Surviving Company on the terms and conditions hereinafter set forth as permitted by and in accordance with the DE Act and the KY Act. Thereupon, the separate existence of the Merging Company shall cease, and the Surviving Company shall continue to exist under and be governed by the DE Act.

2. **Certificate and Articles of Merger**. The Constituent Companies will cause Articles of Merger (the "KY Articles") to be executed and filed with the Secretary of State of the Commonwealth of Kentucky, in the manner provided in the KY Act, and a Certificate of Merger (the "DE Certificate") to be executed and filed with the Secretary of State of the State of Delaware, in the manner provided in the DE Act.

3. **Effective Time of the Merger.** The Merger shall be effective upon the filing of the KY Articles and DE Certificate, with the respective Secretaries of State of Kentucky and Delaware, as provided by the KY Act and the DE Act (the "Effective Time").

4. **Certificate of Formation.** At the Effective Time, the Certificate of Formation of the Surviving Company, substantially in the form attached hereto as Exhibit A (the "Certificate"), shall be filed with the Secretary of State of the State of Delaware and shall remain in full force and unchanged as the Certificate of Formation of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

5. **Limited Liability Company Agreement.** At the Effective Time, the Operating Agreement substantially in the form of attached hereto as Exhibit B (the "Operating Agreement") shall be as adopted as the Operating Agreement of the Surviving Company. Thereafter, the Operating Agreement may be amended by the Members of the Surviving Company as provided in the Operating Agreement and, as applicable, the Certificate of Formation.

6. **Rights and Liabilities after the Merger.** Upon and after the Effective Time, the Surviving Company (a) shall continue, possessed of all of its rights and property as constituted immediately prior to the Effective Time, and succeed without other transfer to all rights and property of the Merging Company; (b) shall continue subject to all of the Merging Company's debts and liabilities, as the same shall have existed immediately prior to the Effective Time; and (c) shall become subject to any debts and liabilities of the Merging Company, all as more fully provided in the applicable sections of the DE Act.

7. **Effect of the Merger on the Shares of the Merging Company.**

a. **Share Merger.** Subject to the terms and conditions of this Plan, at the Effective Time, automatically by virtue of the Merger and without any further action on the part of the Constituent Companies or any Shareholder or Member thereof respectively, each issued and outstanding share of capital stock of the Merging Company (collectively, the "Shares") shall automatically, without any further action on the part of the holder or the payment of any additional consideration, convert into one (1) validly issued, fully paid and nonassessable membership interests of the Surviving Company (the "Membership Interest"). Following the Effective Time, all Shares of the Merging Company shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a Share immediately prior to the Effective Time shall cease to have any rights with respect thereto, except the right to receive interests of the Membership Interests as provided herein.

b. **No Further Ownership Rights in Shares.** All Membership Interests issued in exchange for Shares pursuant to the Merger in accordance with the terms of this Section 7 shall be deemed to have been issued in full satisfaction of all rights pertaining to the Shares under the Bylaws.

8. **Certain Effects of the Merger.** Upon and after the Effective Time: (a) the Merging Company shall merge with and into the Surviving Company; (b) the separate existence

of the Merging Company shall cease; (c) the Merger shall otherwise have the effects provided under the applicable laws of the State of Delaware.

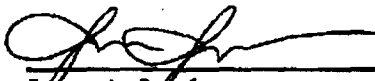
9. **Further Assurances.** If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further deeds, assignments, or assurances in law or any other acts are necessary, desirable, or proper to (a) vest, perfect, or confirm, of record or otherwise, in the Surviving Company, the title to any property or right of the Merging Company acquired or to be acquired by reason of, or as a result of, the Merger; or (b) otherwise to carry out the purposes of this Merger Agreement, the parties hereto agree that the Surviving Company and its proper officers shall and will execute and deliver all such property, deeds, assignments, and assurances in law and do all acts necessary, desirable, or proper to vest, perfect, or confirm title to such property or rights in the Surviving Company and otherwise to carry out the purposes of this Merger Agreement, and that the proper officers of the Merging Company and the proper officers of the Surviving Company are fully authorized in the name of their respective entities, or otherwise, to take any and all such action.

10. **Counterparts.** For the sake of convenience, this Merger Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to be one and the same instrument.

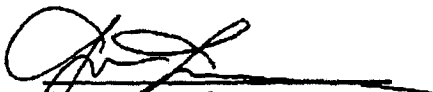
[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Plan to be executed by its duly authorized representatives as of the date first stated above

NetGain Technologies, Inc.,
a Kentucky corporation

By: 
Name: Jason A. Jacobson
Title: Chief Executive Officer

NetGain Technologies, LLC,
a Delaware limited liability company

By: 
Name: Jason A. Jacobson
Title: Chief Executive Officer