

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566852

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	08/30/2019
<b>RESUBMIT DOCUMENT ID:</b>	900534629

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tyndale House Publishers, Inc.		08/30/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Tyndale House Ministries
<b>Street Address:</b>	351 Executive Drive
<b>City:</b>	Carol Stream
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60188
<b>Entity Type:</b>	Non-Profit Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	88375996	T
Serial Number:	88116142	DIARIO VIVIR
Serial Number:	88169037	MCGEE AND ME!
Serial Number:	87952853	HELPFINDER
Serial Number:	87979277	HELPFINDER
Serial Number:	87921648	FILAMENT
Serial Number:	87796041	COVEREXPRESSIONS
Serial Number:	87410116	BREATHE BIBLE
Serial Number:	87369092	E
Serial Number:	87369080	LIVING EXPRESSIONS
Serial Number:	87032666	INSPIRE
Serial Number:	86110705	GLIPIT
Serial Number:	86538785	PRAYERPOINTS
Serial Number:	85931953	TYNDALE MOMENTUM
Serial Number:	85642357	NLT STUDY BIBLE
Serial Number:	85642336	NUEVA TRADUCCIÓN VIVIENTE
Serial Number:	85642401	NEW LIVING TRANSLATION

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85642316	NTV
Serial Number:	85642345	LIFE APPLICATION
Serial Number:	85642427	THE ONE YEAR
Serial Number:	85440018	MCGEE AND ME!
Serial Number:	85056140	WHAT THE BIBLE IS ALL ABOUT
Serial Number:	85024615	LEATHERLIKE
Serial Number:	85643694	EN UN AÑO
Serial Number:	85642327	TYNDALE
Serial Number:	78519089	THE ONE YEAR
Serial Number:	78558212	LIFE RECOVERY
Serial Number:	78435320	
Serial Number:	78371188	
Serial Number:	78136343	NLT
Serial Number:	77488284	NUEVA TRADUCCIÓN VIVIENTE
Serial Number:	77486551	NTV
Serial Number:	77478237	NLT STUDY BIBLE
Serial Number:	77084072	FAITH THAT STICKS
Serial Number:	76125366	LEFT BEHIND
Serial Number:	75847775	LITTLE BLESSINGS
Serial Number:	75602730	LEFT BEHIND
Serial Number:	75493572	NEW LIVING TRANSLATION
Serial Number:	75083199	NEW LIVING TRANSLATION
Serial Number:	75029280	NEW BELIEVER'S
Serial Number:	75029279	TOUCHPOINT
Serial Number:	74055876	LIFE APPLICATION
Serial Number:	74617568	WHAT THE BIBLE IS ALL ABOUT
Serial Number:	73448718	LIVING BOOKS
Serial Number:	73257084	HAPPY DAY
Serial Number:	72442618	TYNDALE
Serial Number:	72442617	TYNDALE
Serial Number:	72381654	THE CHURCH AROUND THE WORLD
Serial Number:	72355918	HAVE A GOOD DAY

**CORRESPONDENCE DATA**

Fax Number: 312757775

*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: 312-442-9076

Email: dmays@bealaw.com

**Correspondent Name:** Daniel J. Mays  
**Address Line 1:** 225 W. Washington St., Suite 1010  
**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** Daniel J. Mays

**SIGNATURE:** /Daniel J. Mays/

**DATE SIGNED:** 03/12/2020

**Total Attachments: 8**

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FORM NFP 111.25 (rev. Dec. 2003)  
ARTICLES OF MERGER  
OR CONSOLIDATION  
General Not For Profit Corporation Act

**FILED**

AUG 29 2019

JESSE WHITE  
SECRETARY OF STATE

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
Telephone (217) 782-6961  
www.cyberdriveillinois.com

Remit payment in the form of a  
check or money order payable  
to the Secretary of State.

File # 7131-7099 Filing Fee: \$25.00 Approved: WR

-----Submit in duplicate -----Type or Print clearly in black Ink-----Do not write above this line-----

NOTE: Strike inapplicable word in Items 1, 3, 4 and 5.

1. Names of the corporations proposing to <sup>merge</sup>~~consolidate~~, and the state or country of their incorporation are:

Name of Corporation	State or Country of Incorporation	File Number	
<input checked="" type="checkbox"/> Tyndale House Ministries	Illinois	71317099	S.
<input checked="" type="checkbox"/> Tyndale House Publishers, Inc.	Delaware	50318117	D.N.S.
_____	_____	_____	_____
_____	_____	_____	_____

2. The laws of the state or country under which each corporation is incorporated permit such merger or consolidation.

3.  The name of the <sup>surviving</sup>~~new~~ corporation: Tyndale House Ministries

and it shall be governed by the laws of: Illinois

4. The plan of the <sup>merger</sup>~~consolidation~~ is as follows:

(If space is insufficient, attach additional pages size 8 1/2 x 11.)

5. The plan of ~~consolidation~~<sup>merger</sup> was approved, (a) as to each corporation not incorporated in Illinois, in compliance with the laws of the state under which it is incorporated, and (b) as to each Illinois corporation, as follows:

(Please indicate the manner by which the plan was approved by inserting the comparable letter in the box following each corporate name.)

- A. By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors. (§ 111.15)
- B. By written consent, signed by all the directors in office, in compliance with Section 108.45 of this Act. (§108.45 & § 111.15)
- C. At a meeting of members by the affirmative vote of members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws. (§111.20)
- D. By written consent, signed by members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws, in compliance with Section 107.10 of this Act. (§ 107.10 & § 111.20)

NAME OF ILLINOIS CORPORATION

MANNER

✓ Tyndale House Ministries  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A



**Agreement and Plan of Merger Between  
Tyndale House Ministries and  
Tyndale House Publishers, Inc.**

This Agreement and Plan of Merger, made and entered into on the dates indicated on page 4, but effective on the dates indicated in Article II, by and between Tyndale House Ministries, an Illinois not-for-profit corporation ("TH Ministries") and Tyndale House Publishers, Inc., a Delaware corporation ("TH Publishers"), said corporations being hereinafter sometimes referred to jointly as "Constituent Corporations."

WITNESSETH:

WHEREAS, TH Ministries was incorporated in accordance with the Illinois General Not for Profit Corporation Act of 1986 ("Act") on August 1, 2017; and

WHEREAS, TH Publishers was incorporated in accordance with the Delaware Corporation Law ("Law") on June 1, 1972; and

WHEREAS, the Constituent Corporations deem it advisable that TH Publishers be merged into TH Ministries on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the Act and the Law, which permit such mergers.

NOW THEREFORE, in consideration of the premises and of the agreements, covenants and conditions hereinafter set forth, TH Ministries and TH Publishers hereby agree as follows:

Article I  
Merger

TH Ministries and TH Publishers shall be merged into a single corporation, in accordance with the provisions of the Act and the Law by TH Publishers merging into TH Ministries, and TH Ministries shall be the surviving corporation of the merger.

Article II  
Effect of Merger

Upon the merger becoming effective as provided in the applicable laws of the State of Illinois and the State of Delaware: (1) the Constituent Corporations shall be a single corporation; the separate existence of TH Publishers shall cease except to the extent provided by the laws of the State of Illinois in the case of a corporation after its merger into another corporation; the corporate existence of TH Ministries as the surviving corporation, with all its rights, privileges, powers, immunities, and franchises, continues unaffected and unimpaired by the merger; and following the merger, the surviving corporation adopts the name **Tyndale House Ministries** to be the name of the surviving corporation; (2) the surviving corporation succeeds to all of the rights, privileges, powers, immunities, and franchises of the Constituent Corporations, all of the

properties and assets of the Constituent Corporations, and all of the debts, choses in action, and other interests due or belonging to the Constituent Corporations; (3) the surviving corporation is subject to and responsible for all of the debts, liabilities, and obligations of the Constituent Corporations; (4) The Certificate of Incorporation of TH Publishers shall not be amended in any respect by reason of this Agreement and Plan of Merger; (5) The Articles of Incorporation of TH Ministries shall not be amended in any respect by reason of this Agreement and Plan of Merger; and (6) the effective date of the merger shall be August 30, 2019 ("Effective Date"). For tax and accounting purposes only the effective date shall be August 31, 2019.

Article III  
Outstanding Shares

The shareholders of TH Publishers approved the merger in accordance with the Certificate of Incorporation, Restated and Amended Certificate of Incorporation, Certificate of Amendment of Certificate of Incorporation, and the bylaws of TH Publishers at a duly constituted shareholders meeting. Upon the Effective Date, the shareholders of TH Publishers shall donate their shares to TH Ministries, and upon donation of the shares to TH Ministries, the shares shall be cancelled. TH Ministries has no shareholders.

Article VI  
Directors

Upon the Effective Date there shall be nine directors of the surviving corporation who shall be the same persons constituting the board of directors of TH Ministries immediately prior to the Effective Date. Thereafter, other persons may be elected or appointed to such offices from time to time in accordance with the bylaws of the surviving corporation.

Article V  
Further Assurances

The directors and officers of the surviving corporation may, at any time after the Effective Date, in the name and on behalf of the Constituent Corporations or otherwise, execute and deliver all such deeds, bills of sale, assignments, and assurances to vest, perfect, or confirm any and all right, title, and interest in, to, and under the rights, properties, and assets of TH Publishers acquired by the surviving corporation as a result of, or in connection with the merger, in the surviving corporation; and take and do any such other actions as may be necessary or desirable to carry out the purposes of this Agreement and Plan of Merger.

Article VI  
Termination Prior to Effective Date

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger and the transactions contemplated hereby may be terminated at any time prior to the



Effective Date by mutual agreement of the Constituent Corporations or one of the Constituent Corporations breaching any of the representations or warranties made to the other.

ARTICLE VII  
Miscellaneous

- a. Governing Law. This Agreement and Plan of Merger shall be governed by and construed in accordance with the state of Illinois applicable to contracts entered into and to be performed wholly within the state of Illinois, without regard to its choice of law provisions.
- b. Amendment. Subject to applicable law, this Agreement and Plan of Merger may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the filing of the Articles of Merger by the Secretary of State of Illinois (the "Secretary") with respect to the terms contained herein.
- c. Deferral or Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned or the time of consummation of the ✓ merger may be deferred for a reasonable time by either of the Constituent Corporations by the adoption of an appropriate resolution by its governing board of directors abandoning or deferring the merger, at any time prior to the filing of the Articles of Merger by the Secretary, and by notifying the other Constituent Corporation of the adoption of such resolution.
- d. Counterparts. This Agreement and Plan of Merger may be executed in any number of counterparts each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same agreement.
- e. Authorization. To the extent that the states of Illinois or Delaware prescribe specific forms, including but not limited to any Certificate of Merger and Articles of Merger, to be utilized in this case, those persons authorized to execute such documents and resolutions of the constituent corporations may do so to the extent such documents are not inconsistent with the provisions of this Agreement and Plan of Merger.
- f. Service of Process and Amenability to Suit in Delaware. The surviving corporation agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of TH Publishers, as well as for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings. The Secretary of State shall mail a copy of the process to 351 Executive Drive, Carol Stream, IL 60188.

Article VIII  
Approval

This Agreement and Plan of Merger has been approved by each of the Constituent Corporations, as provided by their respective bylaws and by law, and shall take effect on the Effective Date.

IN WITNESS WHEREOF, Tyndale House Ministries and Tyndale House Publishers, Inc. have each caused this Agreement and Plan of Merger to be signed by its duly authorized representatives as of the 27<sup>th</sup> day of August, 2019.

Tyndale House Ministries

ATTEST:

By: Mark D. Taylor  
Mark D. Taylor, CEO and Chairman

Douglas R. Walton  
Douglas R. Walton, Secretary

Tyndale House Publishers, Inc.

ATTEST:

By: Jeffrey W. Johnson  
Jeffrey W. Johnson, President

Douglas R. Walton  
Douglas R. Walton, Secretary

**CERTIFICATE OF THE SECRETARY**

I, Douglas R. Walton, Secretary of TYNDALE HOUSE MINISTRIES, a corporation organized and existing under the Illinois General Not For Profit Corporation Act of 1986, as amended (the "Act"), hereby certify, as Secretary and under the seal of TYNDALE HOUSE MINISTRIES, that the Agreement and Plan of Merger to which this Certificate is attached was duly adopted at a meeting of the Board of Directors of TYNDALE HOUSE MINISTRIES upon receiving the affirmative vote of a majority of the directors in office and is the duly adopted agreement of TYNDALE HOUSE MINISTRIES pursuant to the provisions of the Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 27<sup>th</sup> day of August, 2019.

Douglas R. Walton  
Douglas R. Walton, Secretary

**CERTIFICATE OF THE SECRETARY**

I, Douglas R. Walton, Secretary of TYNDALE HOUSE PUBLISHERS, INC., a corporation organized and existing under the Delaware Corporation Law, as amended (the "Law"), hereby certify, as Secretary and under the seal of TYNDALE HOUSE PUBLISHERS, INC., (1) that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly adopted by its Board of Directors, was duly submitted to the shareholders of TYNDALE HOUSE PUBLISHERS, INC. at a special meeting of said shareholders called and held separately from the meeting of shareholders of any other corporation

[or by unanimous written consent] taking place at least 20 days after and no later than 40 days after notice of the meeting and a copy of this Agreement and Plan of Merger was provided to all shareholders for the purpose of considering and taking action on the said Agreement and Plan of Merger, (2) that 85 shares of Class A common shares and 10 shares of Class B common shares were on said date issued and outstanding, (3) that the holders of 85 Class A common shares voted by ballot in favor of said Agreement and Plan of Merger and the holders of 0 Class A common shares voted by ballot against same, (4) that the holders of 10 Class B common shares voted by ballot in favor of said Agreement and Plan of Merger and the holders of 0 Class B common shares voted by ballot against same, (5) that the said affirmative vote of each class of shares represents at least a majority of the total number of shares of the outstanding capital stock of said corporation of Class A and Class B shares, and (6) that thereby the Agreement and Plan of Merger was at said meeting duly adopted as the act of the shareholders of said TYNDALE HOUSE PUBLISHERS, INC., and the duly adopted agreement of said corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 27<sup>th</sup> day of August, 2019.

  
\_\_\_\_\_  
Douglas R. Walton, Secretary

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