

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/31/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Data Blue, LLC		01/31/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Ahead, Inc.		
Street Address:	401 N. Michigan Ave. #3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4856413	SOVEREIGN SYSTEMS	
Registration Number:	4784404	SOVEREIGN SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	6082529243		
<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:	608-255-8891		
Email:	mal@dewittllp.com		
Correspondent Name:	Marcia Layton		
Address Line 1:	Intellectual Property Dept. / DeWitt LLP		
Address Line 2:	2 E. Mifflin Street, Suite 600		
Address Line 4:	Madison, WISCONSIN 53703-2865		
NAME OF SUBMITTER:	Marcia Layton		
SIGNATURE:	/marcialayton/		
DATE SIGNED:	08/06/2020		
Total Attachments: 7			
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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE-Secretary of State

7206-826-2

JANUARY 31, 2020

ILLINOIS CORPORATION SERVICE COMPANY
801 ADLAI STEVENSON DR
SPRINGFIELD IL 62703

RE AHEAD, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF MERGER REGARDING THE ABOVE NAMED CORPORATION.

FEEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE SURVIVING CORPORATION SHALL EXECUTE A REPORT FOLLOWING MERGER (FORM BCA 14.35) AND FILE IT IN THIS OFFICE WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE MERGER. THIS FORM IS AVAILABLE ON OUR WEBSITE AT WWW.CYBERDRIVEILLINOIS.COM. CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

FORM **BCA 11.39** (rev. Dec. 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
 Business Corporation Act

#1

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

FILED

JAN 31 2020

JESSE WHITE
 SECRETARY OF STATE

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

The filing fee is \$100, but if merger involves more than two corporations, submit \$50 for each additional corporation.

File # 72068262 Filing Fee: \$ 100.00 Approved: It

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

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<u>Data Blue, LLC</u>	<u>Georgia</u>	<u>N/A</u> <i>NR</i>
<u>Ahead, Inc.</u>	<u>Illinois</u>	<u>72068262</u>

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Ahead, Inc.

b. Corporation or Limited Liability Company shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
 See attached.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken.
 (\$11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10.
 (\$11.20)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.

Name of Corporation:

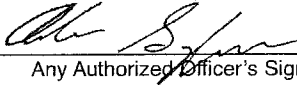
Ahead, Inc.

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

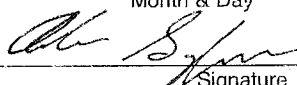
Dated January 31, 2020, 2020 Ahead, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
Andrew Szafran, CFO and Treasurer
Name and Title (type or print)

Dated _____, _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated January 31, 2020, 2020 Data Blue, LLC
Month & Day Year Exact Name of Limited Liability Company

Signature
Andrew Szafran, CFO and Treasurer
Name and Title (type or print)

Dated _____, _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

This is an Agreement and Plan of Merger (the "Agreement"), dated as of January 31, 2020, by and between Data Blue, LLC, a Georgia limited liability company ("Data Blue"), and Ahead, Inc., an Illinois corporation ("Ahead").

WHEREAS, Data Blue is a wholly-owned subsidiary of Ahead;

WHEREAS, the parties intend that Data Blue be merged with and into Ahead, with Ahead surviving that merger, pursuant to the terms of this Agreement and in accordance the Illinois Business Corporation Act of 1983, as amended (the "IBCA"), and Georgia Limited Liability Company Act, as amended (the "GLLCA"); and

WHEREAS, the board of directors and the sole stockholder of Ahead and the board of managers and the sole member of Data Blue have each approved and declared advisable the Merger (as defined below), pursuant to the terms of this Agreement and in accordance with the IBCA and GLLCA, as applicable.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants of the parties hereto, the parties hereto agree as follows:

1. Merger; Effective Time.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of IBCA and GLLCA, Data Blue shall be merged with and into Ahead effective as of the Effective Time (as defined below), with Ahead surviving the merger (the "Merger"). Following receipt of the requisite equityholder approvals, the parties shall cause the Merger to be consummated by executing, acknowledging and filing (i) with the Secretary of State of the State of Georgia the articles of merger relating to the Merger (the "Georgia Articles of Merger"), and (ii) with the Secretary of State of the States of Illinois the articles of merger relating to the Merger (the "Illinois Articles of Merger") (together with the Georgia Articles of Merger, the "Articles of Merger"). The Merger shall become effective upon filing the Illinois Articles of Merger with the Secretary of State of the State of Illinois (the "Effective Time").

(b) At the Effective Time, as a result of the Merger, the separate existence of Data Blue shall cease and Ahead, which is sometimes hereinafter referred to as the "Surviving Corporation," will be the surviving corporation. As a result of the Merger, all of the assets, properties, privileges, powers, franchises and rights, and all of the debts, obligations and liens, of Data Blue shall be vested in the Surviving Corporation, and the effects of the Merger shall be as provided in the IBCA and the GLLCA.

(c) At the Effective Time, the governing documents of Ahead shall become the governing documents of the Surviving Corporation.

2. Directors and Officers. At the Effective Time, the directors and officers of Ahead shall be the directors and officers of the Surviving Corporation.

3. **Effect on Membership Interests and Shares.**

(a) At the Effective Time, and by virtue of the Merger without any action on the part of the parties, the membership interests of Data Blue that are issued and outstanding immediately prior to the Effective Time shall thereupon be canceled and extinguished, and no consideration or payment shall be delivered in exchange thereof or in respect thereof.

(b) At the Effective Time, and by virtue of the Merger without any action on the part of the parties, each share of common stock of Ahead that is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

4. **Tax Effect.** The parties intend that the Merger be disregarded for U.S. federal income tax purposes.

5. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Illinois without giving effect to any principles of conflicts of law thereunder that would result in the application of the laws of any other jurisdiction.

6. **Entire Agreement; No Third-Party Beneficiaries.** This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof and is not intended to and shall not confer upon any person, other than the parties hereto, any rights or remedies hereunder.

7. **Termination.** This Agreement may be terminated and the Merger abandoned by approval of the parties at any time prior to the Effective Time.

8. **Headings.** The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the parties notwithstanding the fact that all parties are not signatory to the same original or the same counterpart. For purposes of this Agreement, facsimile signatures and PDFs shall be deemed originals.

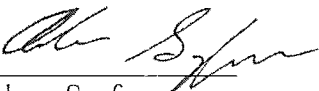
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this duly approved Agreement and Plan of Merger to be executed by their respective authorized parties as of the date first written above.

AHEAD, INC.

By: 
Name: Andrew Szafran
Title: Chief Financial Officer and Treasurer

DATA BLUE, LLC

By: 
Name: Andrew Szafran
Title: Chief Financial Officer and Treasurer