

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597758

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	04/01/2020
RESUBMIT DOCUMENT ID:	900564982

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fiduciary Investment Solutions, Inc		04/01/2020	Corporation: PENNSYLVANIA

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
FIS Group, Inc.	04/01/2020	Corporation: PENNSYLVANIA

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Xponance, Inc
Street Address:	1845 Walnut Street, Suite 800
Internal Address:	Suite 800
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5282537	AAPRYL
Registration Number:	5282538	EMPOWERING PORTFOLIO SOLUTIONS AAPRYL

CORRESPONDENCE DATA**Fax Number:**

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: 305-397-0845
Email: mlima@cozen.com
Correspondent Name: Cozen O'Connor
Address Line 1: Southeast Financial Center
Address Line 2: 200 South Biscayne Blvd, Suite 3000
Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Victor Castellucci
SIGNATURE:	/Victor Castellucci/
DATE SIGNED:	09/15/2020
Total Attachments: 10 source=Plan of Merger of FIS and FISFM into FIS-Xponance (3.10.20)#page1.tif source=Plan of Merger of FIS and FISFM into FIS-Xponance (3.10.20)#page2.tif source=Plan of Merger of FIS and FISFM into FIS-Xponance (3.10.20)#page3.tif source=Plan of Merger of FIS and FISFM into FIS-Xponance (3.10.20)#page4.tif source=Merger Articles of FISFM and FIS into FIS Group (3.23.20)#page1.tif source=Merger Articles of FISFM and FIS into FIS Group (3.23.20)#page2.tif source=Merger Articles of FISFM and FIS into FIS Group (3.23.20)#page3.tif source=Merger Articles of FISFM and FIS into FIS Group (3.23.20)#page4.tif source=Merger Articles of FISFM and FIS into FIS Group (3.23.20)#page5.tif source=Merger Articles of FISFM and FIS into FIS Group (3.23.20)#page6.tif	

Merger Agreement

This Agreement and Plan of Merger (this “**Agreement**”), by and among FIS Group, Inc. (aka, Xponance, Inc.), a Pennsylvania corporation, (the “**Parent**”), Fiduciary Investment Solutions, Inc., a Pennsylvania corporation (“**FIS**”), and FIS Funds Management, Inc., a Pennsylvania corporation (“**FISFM**”), is made as of March 10, 2020. FIS and FISFM are each a “**Subsidiary**” of the Parent and, collectively, the “**Subsidiaries**.”

Recitals.

Whereas, each of Parent and Subsidiaries desire hereby to set forth the terms and conditions upon which Subsidiaries shall merge with and into Parent (the “**Merger**”), following which, Parent shall be the surviving corporation; and

Whereas, Parent owns all the issued and outstanding stock in each of the Subsidiaries; and

Whereas, Section 331 of the Pennsylvania Business Corporation Law (the “**PBCL**”) authorizes the merger of two or more Pennsylvania corporations; and

Whereas, the Board of Directors of Parent has (i) approved this Agreement and the consummation of the Merger and (ii) approval of the shareholders is not required under Section 321(d) of the PBCL; and

Whereas, for U.S. income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

Now, therefore, in consideration of the premises and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Merger.

Section 1.1. The Merger.

(a) Following the approval of this Agreement, Parent shall cause to be filed a Statement of Merger (the “**Merger Certificate**”) with the Secretary of State of the Commonwealth of Pennsylvania. The Merger will take effect on April 1, 2020 (the “**Effective Time**”).

(b) Pursuant to the terms of this Agreement, at the Effective Time, Subsidiaries shall be merged with and into Parent, whereupon the separate existence of Subsidiaries shall cease and Parent shall be the surviving entity of the merger (the “**Surviving Corporation**”).

(c) Parent, as the Surviving Corporation, shall continue its existence as a corporation under the laws of the Commonwealth of Pennsylvania.

Section 1.2. The Surviving Corporation.

(a) The name of the Surviving Corporation is FIS Group, Inc., as of this date and, pursuant to the Articles of Amendment duly filed on January 17, 2020, to be known as Xponance, Inc., effective April 1, 2020.

(b) Certificate of Incorporation. The Articles of Incorporation of Parent, as amended, in effect immediately prior to the transaction will be the Articles of Incorporation of the Surviving Corporation unless and until duly amended as provided therein or by applicable law.

Section 2. Assets and Liabilities.

Section 2.1 Transfer and Conveyance. At the Effective Time, all of the rights, privileges and powers of Subsidiaries and Parent, and all property, real, personal and mixed, and all debts due to each of Subsidiaries and Parent as well as all other things and causes of action belonging to each of Subsidiaries and Parent shall be vested in the Surviving Corporation and shall thereafter be the property of the Surviving Corporation.

Section 2.2 Assumption. At the Effective Time, the Surviving Corporation shall be liable for all of the liabilities and obligations of Subsidiaries and Parent.

Article 3. Treatment of Shares.

Section 3.1. Shares of Subsidiaries. At the Effective Time, each share of common stock of the Subsidiaries that is owned by the Parent will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefore, and each holder of Subsidiary common stock immediately prior to the Effective Time shall cease to have any rights with respect thereto.

Section 3.2. Shares of Parent. At the Effective Time, each share of common stock of Parent outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be unaffected by the Merger and shall remain outstanding as a share of stock of Parent, as the Surviving Corporation.

Section 3.3. Further Actions. If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Subsidiaries, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation may execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

Section 4. Termination, Amendment.

Section 4.1. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by mutual consent of the Boards of Directors of Subsidiaries and Parent.

Section 4.2. Effect of Termination. If this Agreement is terminated pursuant to Section 4.1, above, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

Section 4.3. Amendment. The parties hereto may, by mutual consent of the Board of Directors of Subsidiaries and Parent, amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time, but not later than the Effective Time; provided, however, that no such amendment, modification or supplement shall be inconsistent with the provisions of the PBCL.

Section 5. Miscellaneous.

Section 5.1. No Waiver. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.2. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, written or oral, among the parties with regard to the subject matter hereof.

Section 5.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

Section 5.4. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

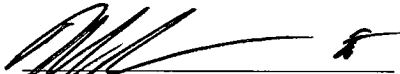
Section 5.5. Governing Law. This Agreement shall in all respects be governed and construed in accordance with the law of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

Section 5.6. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto. Any signature to this Agreement delivered by facsimile transmission, pdf or other electronic transmission shall be deemed to be an original signature.

Section 5.7. Severability. In the event that one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Whereupon, the parties have caused this Agreement and Plan of Merger to be executed as of March 10, 2020.

FIS Group, Inc.



McCullough Williams III,
President & Chief Operating Officer

Fiduciary Investment Solutions, Inc.



McCullough Williams III, Vice-President

FIS Funds Management, Inc



McCullough Williams III, Vice-President

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

04/16/2020

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

Xponance, Inc.

I, Kathy Bookvar, Secretary of the Commonwealth of Pennsylvania, do hereby certify that the foregoing and annexed is a true and correct copy of

Merger filed on Mar 30, 2020 Effective Apr 1, 2020 - Pages (5)

which appear of record in this department.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the Seal of the Secretary's
Office to be affixed, the day and year above written

Kathy Bookvar


Secretary of the Commonwealth

Certification Number: TSC200416162053-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

TRADEMARK
REEL: 007034 FRAME: 0471

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: Esquire Assist, Ltd. Name Address City State Zip Code	Statement of Merger DSCB:15-335  TCO200413XX1757
<input checked="" type="checkbox"/> Return document by email to: <u>assist@esquireassist.com</u>	

Read all instructions prior to completing.

Fee: \$70 plus \$40 for *each* association that is a party to the merger
The minimum amount to be submitted with this filing is \$150

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 335 (relating to Statement of merger), the undersigned, desiring to effect a merger, hereby states that:

A. For the surviving association:

1. The name of the surviving association is: FIS Group, Inc.
2. The jurisdiction of formation of the surviving association: Pennsylvania
3. The type of association of the surviving association is (check only one):
 - Business Corporation
 - Nonprofit Corporation
 - Limited Liability Company
 - Limited Partnership
 - Limited Liability (General) Partnership
 - Limited Liability Limited Partnership
 - Business Trust
 - Professional Association
 - Other _____

DEPT OF STATE

MAR 30 2020

**TRADEMARK
REEL: 007034 FRAME: 0472**

4. The surviving association is a (check only one box, provide address and follow instructions for attachments):

- Domestic (Pennsylvania) filing entity already in existence on Department of State records
If applicable, attach to this Statement any amendment to its public organic record approved as part of the plan of merger.
- NEW domestic (Pennsylvania) filing entity (includes limited liability limited partnership)
Attach to this Statement the public organic record of the new entity.
- Foreign filing association or foreign limited liability partnership already registered with the Department.
If applicable, attach to this Statement any amendment to or transfer of its foreign registration approved as part of the plan of merger.
- Foreign filing association or foreign limited liability partnership simultaneously seeking registration with the Department of State
Attach to this Statement a completed form DSCB:15-412 (Foreign Registration Statement) with applicable fee and attachments.

Its current registered office address. Complete part (a) **OR** (b) – not both:

(a) 1845 Walnut Street, Suite 800 Philadelphia PA 19103 Philadelphia
Number and street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

- NEW domestic (Pennsylvania) limited liability partnership or electing partnership
Attach completed DSCB:15-8201 (Statement of Registration) or DSCB:15-8701A (Statement of Election)
- Domestic association that is not a domestic filing association
Attach to this Statement tax clearance certificates.

The address, including street and number, if any, of its principal office:

Number and street City State Zip County

- Foreign association that is not, and will not, be registered with the Department of State
Attach to this Statement tax clearance certificates.

The address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office:

Number and street City State Zip

B. For the merging association(s) that are not surviving the merger:

1. The name of the merging association is: FIS Funds Management, Inc.

2. The jurisdiction of formation of the merging association: Pennsylvania

3. The type of association is (check only one):

- Business Corporation Limited Partnership Business Trust
- Nonprofit Corporation Limited Liability (General) Partnership Professional Association
- Limited Liability Company Limited Liability Limited Partnership Other _____

4. Check and complete one of the following addresses.

<input checked="" type="checkbox"/>	<p>If the merging association is a domestic filing association, domestic limited liability partnership or registered foreign association, the current registered office address as on file with the Department of State. <i>Complete part (a) OR (b) – not both:</i></p> <p>(a) <u>1818 Market Street, Suite 3205</u> <u>Philadelphia</u> <u>PA</u> <u>19103</u> <u>Philadelphia</u></p> <p style="text-align: center;">Number and street City State Zip County</p> <p>(b) c/o: _____</p> <p style="text-align: center;">Name of Commercial Registered Office Provider County</p>
<input type="checkbox"/>	<p>If the merging association is a domestic association that is <i>not</i> a domestic filing association or limited liability partnership, the address, including street and number, if any, of its principal office:</p> <p>_____</p> <p style="text-align: center;">Number and street City State Zip County</p>
<input type="checkbox"/>	<p>If the merging association is a nonregistered foreign association, the address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office address:</p> <p>_____</p> <p style="text-align: center;">Number and street City State Zip</p>

**Use Statement of Merger – Addendum (DSCB:15-335AD)
for additional merging parties that are not surviving the merger.**

C. Effective date of statement of merger (check, and if appropriate complete, one of the following):

- This Statement of Merger shall be effective upon filing in the Department of State.
 - This Statement of Merger shall be effective on: 04/01/2020 at _____.
- Date (MM/DD/YYYY) Hour (if any)

D. Approval of merger by merging associations (check all applicable statement(s)):

- For domestic entities – The merger was approved in accordance with 15 Pa.C.S. Chapter 3, Subchapter C (relating to merger).
- For foreign associations – The merger was approved in accordance with the laws of the jurisdiction of formation.
- For domestic associations that are not domestic entities – The merger was approved by the interest holders of the merging association in the manner required by its organic law.

E. Attachments (see Instructions for required and optional attachments).

IN TESTIMONY WHEREOF, the undersigned merging associations have caused this Statement of Merger to be signed by duly authorized officers thereof this 23rd day of March, 20 20.

FIS Group, Inc.
Name of Merging Association

FIS Funds Management, Inc.
Name of Merging Association


McCullough Williams, III
Signature

McCullough Williams, III
Signature

President
Title

Vice President
Title

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<p>Statement of Merger - Addendum DSCB:15-335AD (7/1/2015)</p>	 335Ad
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**This form is used to identify additional merging parties
and must be submitted with the Statement of Merger form (DSCB:15-335).**

B. For the merging association(s) that are not surviving the merger (continued):

1. The name of the merging association is: Fiduciary Investment Solutions, Inc.

2. The jurisdiction of formation of the merging association: Pennsylvania

3. The type of association is (check only one):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | <input type="checkbox"/> Other _____ |

4. Check and complete one of the following addresses.

<input checked="" type="checkbox"/>	<p>If the merging association is a domestic filing association, domestic limited liability partnership or registered foreign association, the current registered office address as on file with the Department of State. Complete part (a) OR (b) – not both:</p> <p>(a) <u>1818 Market Street, Suite 3205</u> <u>Philadelphia</u> <u>PA</u> <u>19103</u> <u>Philadelphia</u> <small>Number and street City State Zip County</small></p> <p>(b) c/o: _____ <small>Name of Commercial Registered Office Provider County</small></p>
<input type="checkbox"/>	<p>If the merging association is a domestic association that is <i>not</i> a domestic filing association or limited liability partnership, the address, including street and number, if any, of its principal office:</p> <p>_____ <small>Number and street City State Zip County</small></p>
<input type="checkbox"/>	<p>If the merging association is a nonregistered foreign association, the address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office address:</p> <p>_____ <small>Number and street City State Zip</small></p>

IN TESTIMONY WHEREOF, the undersigned association has caused this Statement of Merger-Addendum to be signed by an authorized officer thereof this 23rd day of March, 2020.

Fiduciary Investment Solutions, Inc.
Name of Merging Association
McCullough Williams, III
Signature
Vice President
Title

TRADEMARK