

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/26/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xpedite Systems, LLC		06/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Open Text Holdings, Inc.		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3345433	FAX2MAIL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	100 Front Street, Suite 100		
Address Line 4:	Conshohocken, PENNSYLVANIA 19428		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	09/02/2020		
Total Attachments: 5			
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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”), entered into as of June 26, 2018, is made by and among Open Text Holdings, Inc., a Delaware corporation (“OTHI”) and EasyLink Services International Corporation, a Delaware corporation (“ESIC”), EasyLink Services USA, Inc., a Delaware corporation and wholly-owned subsidiary of ESIC (“ESUS”), and Xpedite Systems, LLC, a Delaware limited liability company and wholly-owned subsidiary of ESIC (“EXUS”).

RECITALS

WHEREAS, each of ESIC and OTHI is a wholly-owned subsidiary of Vignette Partnership, LP, a Delaware limited partnership (the “Sole Stockholder”);

WHEREAS, the Board of Directors of ESIC has authorized and approved the merger of ESIC with and into OTHI, with OTHI continuing as the surviving corporation (the “First Merger”), subject to the approval of the Sole Stockholder;

WHEREAS, the Board of Directors of ESIC has determined that it is in the best interest of ESIC and the Sole Stockholder to effect such a transaction, and has duly adopted and approved this Agreement and the transactions contemplated hereby, subject to the approval of the Sole Stockholder, in accordance with Section 251 of the Delaware General Corporation Law (the “DGCL”);

WHEREAS, the Board of Directors of OTHI has authorized and approved the First Merger; has determined that it is in the best interest of OTHI and the Sole Stockholder to effect such a transaction, and has duly adopted and approved this Agreement and the transactions contemplated hereby in accordance with Section 251 of the DGCL;

WHEREAS, the Sole Stockholder has approved the First Merger, and has duly adopted and approved this Agreement and the transactions contemplated hereby in accordance with Section 251 of the DGCL;

WHEREAS, upon the completion of the First Merger, OTHI will become the sole member of EXUS and the sole stockholder of ESUS;

WHEREAS, OTHI, in its capacity as the sole member of EXUS, has authorized and approved the merger of EXUS with and into OTHI, such merger becoming effective after completion of the First Merger, with OTHI continuing as the surviving entity (the “Second Merger”), and has duly adopted and approved this Agreement and the transactions contemplated hereby in accordance with Section 264 of the DGCL and Section 18-209 of the Delaware Limited Liability Company Act (the “LLC Act”); and

WHEREAS, the Board of Directors of OTHI has authorized and approved the Second Merger; has determined that it is in the best interest of OTHI and the Sole Stockholder to effect

such a transaction; and has duly adopted and approved this Agreement and the transactions contemplated hereby, in accordance with Sections 251 and 264 of the DGCL.

WHEREAS, the Board of Directors of OTHI has authorized and approved the merger of ESUS with and into OTHI, such merger becoming effective after completion of the Second Merger, with OTHI continuing as the surviving corporation; has determined that it is in the best interest of OTHI and the Sole Stockholder to effect such a transaction; and has duly adopted and approved this Agreement and the transactions contemplated hereby in accordance with Section 253 of the DGCL;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the parties hereby agree as follows:

1. The Mergers.

1.1 First Merger. At 3:19 a.m. Eastern Daylight Time on July 1, 2018 (“First Merger Effective Time”), ESIC will be merged with and into OTHI in accordance with the applicable provisions of the DGCL, and the separate corporate existence of ESIC will cease. OTHI will be the surviving corporation in the First Merger. The First Merger will have the effects specified in the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the First Merger Effective Time, any and all assets, rights, privileges, powers and franchises of ESIC shall vest in OTHI, and any and all debts, liabilities, duties and obligations of ESIC shall vest in, be deemed to be assumed by and become debts, liabilities, duties and obligations of OTHI, without any need for further documentation thereof or agreement thereon by any party thereto.

1.2 Second Merger. At 3:21 a.m. Eastern Daylight Time on July 1, 2018 (“Second Merger Effective Time”), EXUS will be merged with and into OTHI in accordance with the applicable provisions of the DGCL and the LLC Act, and the separate corporate existence of ESUS will cease. OTHI will be the surviving corporation in the Second Merger. The Second Merger will have the effects specified in the DGCL and the LLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Second Merger Effective Time, any and all assets, rights, privileges, powers and franchises of EXUS shall vest in OTHI, and any and all debts, liabilities, duties and obligations of EXUS shall vest in, be deemed to be assumed by and become debts, liabilities, duties and obligations of OTHI, without any need for further documentation thereof or agreement thereon by any party thereto.

1.3 Third Merger. At 3:23 a.m. Eastern Daylight Time on July 1, 2018 (“Third Merger Effective Time”, and together with the First Merger Effective Time and the Second Merger Effective Time, the “Effective Times”, each, an “Effective Time”), ESUS will be merged with and into OTHI (the “Third Merger”, and together with the First Merger and the Second Merger, the “Mergers”, each, a “Merger”) in accordance with the applicable provisions of the DGCL, and the separate corporate existence of ESUS will cease. OTHI will be the surviving entity in the Third Merger. The Third Merger will have the effects specified in the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Third Merger Effective Time, any and all assets, rights, privileges, powers and franchises of ESUS shall vest in OTHI, and any and all debts, liabilities, duties and obligations of ESUS shall vest in, be deemed

to be assumed by and become debts, liabilities, duties and obligations of OTHI, without any need for further documentation thereof or agreement thereon by any party thereto.

1.4 Certificate of Merger. In respect of each Merger, an authorized person of OTHI shall execute a certificate of merger, or a certificate of ownership and merger, as the case may be, and file such certificate with the Secretary of State of the State of Delaware in accordance with Sections 251, 253 and/or 264 of the DGCL and/or Section 18-209 of the LLC Act.

1.5 Certificate of Incorporation and By-Laws of Surviving Corporation. In respect of each Merger, from and after the Effective Time of such Merger, the certificate of incorporation of OTHI as in effect immediately prior to such Effective Time shall be the certificate of incorporation of OTHI as the surviving entity from such Merger, until amended in accordance with its terms and the DGCL. In respect of each Merger, from and after the Effective Time of such Merger, the by-laws of OTHI as in effect immediately prior to such Effective Time shall be the by-laws of OTHI as the surviving entity from such Merger, until amended in accordance with their terms and the DGCL.

1.6 Directors and Officers of Surviving Corporation. In respect of each Merger, from and after the Effective Time of such Merger, the members of the Board of Directors and officers of OTHI immediately prior to such Effective Time shall be the members of the Board of Directors and officers of OTHI as the surviving entity from such Merger. All such members of the Board of Directors and officers will serve in such capacities until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation and the by-laws of OTHI.

2. Effect on Securities. In respect of each Merger, at the Effective Time of such Merger, all of the equity interests of the non-surviving entity from such Merger issued and outstanding immediately prior to such Merger shall, by virtue of such Merger and without any action on the part of the stockholder or member of such non-surviving entity, be cancelled and retired without payment of any consideration therefor, except as provided in the following sentence. In respect of each Merger, by virtue of such Merger and without any action on the part of the Sole Stockholder, each share of capital stock of OTHI issued and outstanding immediately prior to the Effective Time of such Merger shall not be canceled, converted or exchanged in any manner but, as of the Effective Time of such Merger, shall continue to be outstanding as one share of capital stock of OTHI (as the surviving entity to such Merger) owned by the Sole Stockholder.

3. Termination. This Agreement may be terminated at any time prior to the First Merger Effective Time by any party upon mutual written agreement of the parties, notwithstanding the prior approval or adoption of this Agreement by the members or the Board of Directors, as applicable, of any such party.

4. Supplementary Action. If at any time after the First Merger Effective Time, OTHI shall consider or be advised that any further conveyances, agreements, documents, instruments and assurances in law or any other things are necessary or desirable to vest, perfect, confirm or record in OTHI the title to any property, rights, privileges, powers and franchises of any party

hereto, or otherwise to carry out the provisions of this Agreement, the officers of the parties hereto, as applicable, last in office shall execute and deliver upon OTHI's request, any and all property conveyances, agreements, documents, instruments and assurances in law, and do all things necessary or proper to vest, perfect, confirm or record title to such property, rights, privileges, power and franchises in OTHI and otherwise to carry out the provisions of this Agreement.

5. Immigration. In respect of each Merger, pursuant to the agreement of the merging entities of such Merger, all the operating assets and liabilities of each such merging entity, including but not limited to all employment immigration and I-9 employment eligibility verification liabilities of such merging entity, are being transferred by such merging entity to and are being assumed by OTHI (as the surviving entity to such Merger).

6. Indemnification Obligations. From and after the First Merger Effective Time, OTHI hereby assumes, and shall cause any of its successors or assigns to assume, the indemnification obligations set forth in Section 7.04 of the Agreement and Plan of Merger dated as of May 1, 2012, entered into by and among Open Text Corporation, Epic Acquisition Sub Inc. and ESIC.

7. Tax Matters. This Agreement shall constitute a "plan of reorganization" within the meaning of Treasury Regulations section 1.368-2(g).

8. Miscellaneous. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto. This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of law principles that would require the application of any other law. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. The parties may, by mutual written agreement, approved by the Board of Directors of ESIC and OTHI, and ESIC in its capacity as sole member of EXUS, amend this Agreement from time to time prior to the First Merger Effective Time to the extent permitted by law.

[Signature Page Follows]

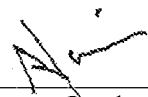
IN WITNESS WHEREOF, each of parties hereto has caused this Agreement and Plan of Merger to be duly executed as of the date first written above.

OPEN TEXT HOLDINGS, INC.

By: 

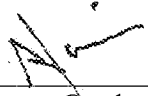
Name: Gordon Davies
Title: Secretary

**EASYLINK SERVICES
INTERNATIONAL CORPORATION**

By: 

Name: Gordon Davies
Title: Secretary

EASYLINK SERVICES USA, INC.

By: 

Name: Gordon Davies
Title: Secretary

XPEDITE SYSTEMS, LLC
By: EasyLink Services International
Corporation
its sole member

By: 

Name: Gordon Davies
Title: Authorized Person

Signature Page to OTHI-EasyLink Agreement and Plan of Merger