

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM597506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/30/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corkery & Jones Benefits, Inc.		11/30/2017	Corporation: WASHINGTON
Moloney & O'Neill Life, Inc.		11/30/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Alliant Insurance Services, Inc.		
Street Address:	818 W. Riverside Ave. Suite 800		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4748758	S4 BENEFITS	
CORRESPONDENCE DATA			
Fax Number:	5093238979		
<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:	509-944-4647		
Email:	karig@leehayes.com		
Correspondent Name:	Kari Gondry		
Address Line 1:	601 W. Riverside Ave. Suite 1400		
Address Line 4:	Spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	M033-0004TMUS		
NAME OF SUBMITTER:	Kari Gondry		
SIGNATURE:	/Kari Gondry/		
DATE SIGNED:	09/14/2020		
Total Attachments: 22			
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ARTICLES OF MERGER

OF

ALLIANT INSURANCE SERVICES, INC.
(a Delaware corporation)

AND

MOLONEY & O'NEILL LIFE, INC.
(a Washington corporation)

600 300 471

Pursuant to and in accordance with 23B.11.090 of the
Washington General Corporation Act

Alliant Insurance Services, Inc., a Delaware corporation ("Alliant Insurance Services"),
does hereby certify as follows:

FIRST: The name, jurisdiction of formation or organization and type of entity of each of
the constituent entities to the merger (the "Merger") are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>	<u>Type of Entity</u>
Alliant Insurance Services, Inc.	Delaware	Corporation
Moloney & O'Neill Life, Inc.	Washington	Corporation

SECOND: An Agreement and Plan of Merger, dated as of November 29, 2017 (the
"Merger Agreement"), substantially in the form attached hereto as Exhibit A by and
among the constituent entities to the merger and certain other parties thereto, setting forth
the terms and conditions of the Merger, has been approved, adopted, certified, executed
and acknowledged by each of the constituent entities, as follows:

(a) The Board of Directors of Alliant Insurance Services, Inc. adopted a resolution declaring that the Merger is advisable on substantially the terms and conditions described herein.

(b) The Board of Directors of Moloney & O'Neill Life, Inc. adopted a resolution declaring that the Merger is advisable on substantially the terms and conditions described herein.

(c) The sole stockholder of Alliant Insurance Services approved the Merger on substantially the terms and conditions set forth herein, by written consent to such action.

(b) The sole stockholder of Moloney & O'Neill Life, Inc., approved the Merger on substantially the terms and conditions set forth herein, by written consent to such action pursuant to 23B.07.040 of the Washington Business Corporation Act.

THIRD: Alliant Insurance Services shall be the surviving corporation after the Merger and the name of the surviving corporation shall be "Alliant Insurance Services, Inc." (the "Surviving Corporation").

FOURTH: The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of Alliant Insurance Services.

FIFTH: The Merger shall be effective as of November 30, 2017.

SIXTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is 1301 Dove Street, Suite 200, Newport Beach, CA 92660.

SEVENTH: An executed copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of Moloney & O'Neill Life, Inc. or stockholder of Alliant Insurance Services.

FILED

Secretary of State

State of Washington

Date Filed: 11/30/2017

Effective Date: 11/30/2017

UBI No: 602 016 111

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by its duly executed officer, on the 30th day of November, 2017.

ALLIANT INSURANCE SERVICES, INC.

By: 

Name: Kenneth Zak

Title: SVP, General Counsel & Secretary

[Signature Page to Articles of Merger]

Work Order #: 2017113000020018

TRADEMARK Received Date: 11/30/2017

REEL: 007050 FRAME: 0893 Amount Received: \$360.00

FILED
Secretary of State
State of Washington
Date Filed: 11/30/2017
Effective Date: 11/30/2017
UBI No: 602 016 111

Exhibit A

Merger Agreement

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of November 29, 2017 (this "Agreement"), is by and among Alliant Insurance Services, Inc., a Delaware corporation ("Insurance Services"); Alliant Specialty Insurance Services, Inc., a California corporation ("Specialty Insurance"); Preferred Concepts Holdings, LLC, a Delaware limited liability company ("Preferred Concepts"); Benefit Partners-Alliant, Inc., a Delaware corporation ("Benefit Partners"); Colonial Healthcare, Inc., a Delaware corporation ("Colonial Healthcare"); Franey Muha Alliant Insurance Services, Inc., a Maryland corporation ("Franey Muha"); T&H Brokers, Inc., a Delaware corporation ("T&H Brokers"); T&H Benefits, LLC, a New York limited liability company ("T&H Benefits"); Alliant U.S. Agencies, Inc., a Delaware corporation ("Alliant U.S. Agencies"); Expleo, LLC, a Connecticut limited liability company ("Expleo"); EZUmbrella.com, LLC, a Delaware limited liability company ("EZUmbrella.com"); Moloney & O'Neill Life, Inc., a Washington corporation ("Moloney & O'Neill"); and Corkery & Jones Benefits, Inc., a Washington corporation ("Corkery & Jones" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the board of directors and sole stockholder or managing member, as applicable, of each Party has determined that it is appropriate, advisable and in the best interests of such Party to effect the mergers contemplated hereby (the "Mergers" and each, a "Merger"), pursuant to the provisions of the Delaware General Corporations Law (the "DGCL"), the Delaware Limited Liability Company Any (the "DLLCA"), the California Corporate Code (the "CCC"), the Maryland Corporations and Associations Code (the "MCAC"), the New York Limited Liability Company Law (the "NYLLCL"), the Connecticut Uniform Limited Liability Company Act (the "CULLCA") and the Washington Business Corporation Act (the "WBCA"), as applicable, upon the terms and conditions herein set forth; and

WHEREAS, the board of directors or managing member, as applicable, of each Party has approved this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained, and in accordance with the provisions of the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA and WBCA, as applicable, the Parties hereto agree as follows:

Section 1 The Mergers.

(a) In accordance with the provisions of this Agreement and the DGCL, and subject to receipt of any consents required under the DGCL, Benefit Partners (a "Merging

Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(b) In accordance with the provisions of this Agreement and the DGCL, and subject to receipt of any consents required under the DGCL, Colonial Healthcare (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(c) In accordance with the provisions of this Agreement and the DGCL and MCAC, and subject to receipt of any consents required under the DGCL or MCAC, Franey Muha (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(d) In accordance with the provisions of this Agreement and the DGCL, and subject to receipt of any consents required under the DGCL, T&H Brokers (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(e) In accordance with the provisions of this Agreement and the NYLLCA and DGCL, and subject to receipt of any consents required under the NYLLCA or DGCL, T&H Benefits (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(f) In accordance with the provisions of this Agreement and the CCC and DGCL, and subject to receipt of any consents required under the CCC or DGCL, Alliant U.S. Agencies (as a "Merging Entity") shall be merged with and into Specialty Insurance. From and after the Effective Time of such Merger, Specialty Insurance shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of California.

(g) In accordance with the provisions of this Agreement and the DLLCA and CULLCA, and subject to receipt of any consents required under the DLLCA or CULLCA, Expleo (as a "Merging Entity") shall be merged with and into Preferred Concepts. From and after the Effective Time of such Merger, Preferred Concepts shall

be the surviving limited liability company of such Merger (a "Surviving Entity") and shall continue its limited liability company existence under the laws of the State of Delaware.

(h) In accordance with the provisions of this Agreement and the DLLCA, and subject to receipt of any consents required under the DLLCA, EZUmbrella.com (as a "Merging Entity") shall be merged with and into Preferred Concepts. From and after the Effective Time of such Merger, Preferred Concepts shall be the surviving limited liability company of such Merger (a "Surviving Entity") and shall continue its limited liability company existence under the laws of the State of Delaware.

(i) In accordance with the provisions of this Agreement and the DGCL and WBCA, and subject to receipt of any consents required under the DGCL or WBCA, Moloney & O'Neill (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(j) In accordance with the provisions of this Agreement and the DGCL and WBCA, and subject to receipt of any consents required under the DGCL or WBCA, Corkery & Jones (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(k) From and after the Effective Time of a Merger, the name of the Surviving Entity of such Merger, as in effect immediately prior to such Effective Time, shall be the name of such Surviving Entity.

(l) From and after the Effective Time of a Merger, the Surviving Entity of such Merger shall possess all the rights, privileges, immunities, powers and franchises of the Merging Entity in such Merger, and shall by operation of law become liable for all the debts, liabilities, obligations and duties of such Merging Entity to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by such Surviving Entity, as provided in the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA and WBCA, as applicable.

(m) Each Merger shall become effective at the time when (i) the Surviving Entity of such Merger duly files a certificate of merger with the Delaware Secretary of State or a certificate of ownership with the California Secretary of State, as applicable, and, if applicable, any other filings required for such Merger to be effective pursuant to the CCC, MCAC, NYLLCL, CULLCA or WBCA, or (ii) at such later time as is agreed by the parties and set forth in such certificate of merger, and, if applicable, such other filings, in such form as is required by, and executed in accordance with, the relevant

provisions of the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA or WBCA, as applicable (each such time, an "Effective Time").

(n) The separate corporate or limited liability company existence of each Party shall cease at the Effective Time of any Merger in which such Party is the Merging Entity, in accordance with the provisions of the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA or WBCA, as applicable.

Section 2 Conversion of Interest. All of the common stock, limited liability company interests or other equity interests of a Party outstanding immediately prior to the Effective Time of a Merger in which such Party is the Surviving Entity shall, without any action on the part of the holder thereof, remain unchanged and continue as 100% of the equity interests of such Surviving Entity following such Merger, without any conversion thereof. All of the outstanding common stock, limited liability company interests or other equity interests of a Party existing immediately prior to the Effective Time of a Merger in which such Party is the Merging Entity shall, without any action on the part of the holder thereof, cease to exist, and no consideration shall be issued in respect thereof.

Section 3 Certificate of Incorporation or Formation. From and after the Effective Time of a Merger, the Certificate of Incorporation or Formation, or equivalent document, of the Surviving Entity of such Merger, as in effect immediately prior to such Effective Time, shall be the Certificate of Incorporation or Formation, or equivalent document, of such Surviving Entity. From and after the Effective Time of such Merger, the bylaws, limited liability company agreement or equivalent document of such Surviving Entity, as in effect immediately prior to such Effective Time, shall be the bylaws, limited liability company agreement or equivalent document of the Surviving Entity following such Merger.

Section 4 Directors and Officers. From and after the Effective Time of a Merger, the directors, managers and officers, as applicable, of the Surviving Entity of such Merger immediately prior to such Effective Time shall, respectively, be the directors, managers and officers, as applicable, of such Surviving Entity following such Merger.

Section 5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized persons as of the date first above written.


ALLIANT INSURANCE SERVICES, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

ALLIANT SPECIALTY INSURANCE
SERVICES, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

PREFERRED CONCEPTS HOLDINGS, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

BENEFIT PARTNERS-ALLIANT, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

COLONIAL HEALTHCARE, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

FILED

Secretary of State

State of Washington

Date Filed: 11/30/2017

Effective Date: 11/30/2017

FRANEY MUHA ALLIANT INSURANCE
SERVICES, INC. UBI No: 602 016 111

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary


T&H BROKERS, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

T&H BENEFITS, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

ALLIANT U.S. AGENCIES, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

EXPLEO, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

EZUMBRELLA.COM, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

{Signature Page to Merger Agreement}

Work Order #: 2017113000020018

FILED

Secretary of State

State of Washington

Date Filed: 11/30/2017

Effective Date: 11/30/2017

MOLONEY & O'NEILL LIFE, INC.
UBI No: 602 016 111

By: 

Name: Kenneth Zak

Title: SVP, General Counsel & Secretary

CORKERY & JONES BENEFITS, INC.

By: 

Name: Kenneth Zak

Title: SVP, General Counsel & Secretary

[Signature Page to Merger Agreement]

Work Order #: 2017113000020018

ARTICLES OF MERGER

OF

ALLIANT INSURANCE SERVICES, INC.
(a Delaware corporation)

AND

CORKERY & JONES BENEFITS, INC.
(a Washington corporation)

601 331 771

Pursuant to and in accordance with 23B.11.090 of the
Washington General Corporation Act

Alliant Insurance Services, Inc., a Delaware corporation ("Alliant Insurance Services"),
does hereby certify as follows:

FIRST: The name, jurisdiction of formation or organization and type of entity of each of
the constituent entities to the merger (the "Merger") are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>	<u>Type of Entity</u>
Alliant Insurance Services, Inc.	Delaware	Corporation
Corkery & Jones Benefits, Inc.	Washington	Corporation

SECOND: An Agreement and Plan of Merger, dated as of November 29, 2017 (the
"Merger Agreement"), substantially in the form attached hereto as Exhibit A by and
among the constituent entities to the merger and certain other parties thereto, setting forth
the terms and conditions of the Merger, has been approved, adopted, certified, executed
and acknowledged by each of the constituent entities, as follows:

(a) The Board of Directors of Alliant Insurance Services, Inc. adopted a resolution declaring that the Merger is advisable on substantially the terms and conditions described herein.

(b) The Board of Directors of Corkery & Jones Benefits, Inc. adopted a resolution declaring that the Merger is advisable on substantially the terms and conditions described herein.

(c) The sole stockholder of Alliant Insurance Services approved the Merger on substantially the terms and conditions set forth herein, by written consent to such action.

(b) The sole stockholder of Corkery & Jones Benefits, Inc., approved the Merger on substantially the terms and conditions set forth herein, by written consent to such action pursuant to 23B.07.040 of the Washington Business Corporation Act.

THIRD: Alliant Insurance Services shall be the surviving corporation after the Merger and the name of the surviving corporation shall be "Alliant Insurance Services, Inc." (the "Surviving Corporation").

FOURTH: The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of Alliant Insurance Services.

FIFTH: The Merger shall be effective as of November 30, 2017.

SIXTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is 1301 Dove Street, Suite 200, Newport Beach, CA 92660.

SEVENTH: An executed copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of Corkery & Jones Benefits, Inc. or stockholder of Alliant Insurance Services.

FILED

Secretary of State

State of Washington

Date Filed: 11/30/2017

Effective Date: 11/30/2017

UBI No: 602 016 111

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by its duly executed officer, on the 30th day of November, 2017.

ALLIANT INSURANCE SERVICES, INC.

By: 

Name: Kenneth Zak

Title: SVP, General Counsel & Secretary

[Signature Page to Articles of Merger]

Work Order #: 2017113000020018

TRADEMARK Received Date: 11/30/2017

REEL: 007050 FRAME: 0904 Amount Received: \$360.00

FILED
Secretary of State
State of Washington
Date Filed: 11/30/2017
Effective Date: 11/30/2017
UBI No: 602 016 111

Exhibit A
Plan of Merger

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of November 29, 2017 (this "Agreement"), is by and among Alliant Insurance Services, Inc., a Delaware corporation ("Insurance Services"); Alliant Specialty Insurance Services, Inc., a California corporation ("Specialty Insurance"); Preferred Concepts Holdings, LLC, a Delaware limited liability company ("Preferred Concepts"); Benefit Partners-Alliant, Inc., a Delaware corporation ("Benefit Partners"); Colonial Healthcare, Inc., a Delaware corporation ("Colonial Healthcare"); Franey Muha Alliant Insurance Services, Inc., a Maryland corporation ("Franey Muha"); T&H Brokers, Inc., a Delaware corporation ("T&H Brokers"); T&H Benefits, LLC, a New York limited liability company ("T&H Benefits"); Alliant U.S. Agencies, Inc., a Delaware corporation ("Alliant U.S. Agencies"); Expleo, LLC, a Connecticut limited liability company ("Expleo"); EZUmbrella.com, LLC, a Delaware limited liability company ("EZUmbrella.com"); Moloney & O'Neill Life, Inc., a Washington corporation ("Moloney & O'Neill"); and Corkery & Jones Benefits, Inc., a Washington corporation ("Corkery & Jones" and, collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the board of directors and sole stockholder or managing member, as applicable, of each Party has determined that it is appropriate, advisable and in the best interests of such Party to effect the mergers contemplated hereby (the "Mergers" and each, a "Merger"), pursuant to the provisions of the Delaware General Corporations Law (the "DGCL"), the Delaware Limited Liability Company Any (the "DLLCA"), the California Corporate Code (the "CCC"), the Maryland Corporations and Associations Code (the "MCAC"), the New York Limited Liability Company Law (the "NYLLCL"), the Connecticut Uniform Limited Liability Company Act (the "CULLCA") and the Washington Business Corporation Act (the "WBCA"), as applicable, upon the terms and conditions herein set forth; and

WHEREAS, the board of directors or managing member, as applicable, of each Party has approved this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained, and in accordance with the provisions of the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA and WBCA, as applicable, the Parties hereto agree as follows:

Section 1 The Mergers.

(a) In accordance with the provisions of this Agreement and the DGCL, and subject to receipt of any consents required under the DGCL, Benefit Partners (a "Merging

Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(b) In accordance with the provisions of this Agreement and the DGCL, and subject to receipt of any consents required under the DGCL, Colonial Healthcare (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(c) In accordance with the provisions of this Agreement and the DGCL and MCAC, and subject to receipt of any consents required under the DGCL or MCAC, Franey Muha (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(d) In accordance with the provisions of this Agreement and the DGCL, and subject to receipt of any consents required under the DGCL, T&H Brokers (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(e) In accordance with the provisions of this Agreement and the NYLLCA and DGCL, and subject to receipt of any consents required under the NYLLCA or DGCL, T&H Benefits (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(f) In accordance with the provisions of this Agreement and the CCC and DGCL, and subject to receipt of any consents required under the CCC or DGCL, Alliant U.S. Agencies (as a "Merging Entity") shall be merged with and into Specialty Insurance. From and after the Effective Time of such Merger, Specialty Insurance shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of California.

(g) In accordance with the provisions of this Agreement and the DLLCA and CULLCA, and subject to receipt of any consents required under the DLLCA or CULLCA, Expleo (as a "Merging Entity") shall be merged with and into Preferred Concepts. From and after the Effective Time of such Merger, Preferred Concepts shall

be the surviving limited liability company of such Merger (a "Surviving Entity") and shall continue its limited liability company existence under the laws of the State of Delaware.

(h) In accordance with the provisions of this Agreement and the DLLCA, and subject to receipt of any consents required under the DLLCA, EZUmbrella.com (as a "Merging Entity") shall be merged with and into Preferred Concepts. From and after the Effective Time of such Merger, Preferred Concepts shall be the surviving limited liability company of such Merger (a "Surviving Entity") and shall continue its limited liability company existence under the laws of the State of Delaware.

(i) In accordance with the provisions of this Agreement and the DGCL and WBCA, and subject to receipt of any consents required under the DGCL or WBCA, Moloney & O'Neill (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(j) In accordance with the provisions of this Agreement and the DGCL and WBCA, and subject to receipt of any consents required under the DGCL or WBCA, Corkery & Jones (as a "Merging Entity") shall be merged with and into Insurance Services. From and after the Effective Time of such Merger, Insurance Services shall be the surviving corporation of such Merger (a "Surviving Entity") and shall continue its corporate existence under the laws of the State of Delaware.

(k) From and after the Effective Time of a Merger, the name of the Surviving Entity of such Merger, as in effect immediately prior to such Effective Time, shall be the name of such Surviving Entity.

(l) From and after the Effective Time of a Merger, the Surviving Entity of such Merger shall possess all the rights, privileges, immunities, powers and franchises of the Merging Entity in such Merger, and shall by operation of law become liable for all the debts, liabilities, obligations and duties of such Merging Entity to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by such Surviving Entity, as provided in the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA and WBCA, as applicable.

(m) Each Merger shall become effective at the time when (i) the Surviving Entity of such Merger duly files a certificate of merger with the Delaware Secretary of State or a certificate of ownership with the California Secretary of State, as applicable, and, if applicable, any other filings required for such Merger to be effective pursuant to the CCC, MCAC, NYLLCL, CULLCA or WBCA, or (ii) at such later time as is agreed by the parties and set forth in such certificate of merger, and, if applicable, such other filings, in such form as is required by, and executed in accordance with, the relevant

provisions of the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA or WBCA, as applicable (each such time, an "Effective Time").

(n) The separate corporate or limited liability company existence of each Party shall cease at the Effective Time of any Merger in which such Party is the Merging Entity, in accordance with the provisions of the DGCL, DLLCA, CCC, MCAC, NYLLCL, CULLCA or WBCA, as applicable.

Section 2 Conversion of Interest. All of the common stock, limited liability company interests or other equity interests of a Party outstanding immediately prior to the Effective Time of a Merger in which such Party is the Surviving Entity shall, without any action on the part of the holder thereof, remain unchanged and continue as 100% of the equity interests of such Surviving Entity following such Merger, without any conversion thereof. All of the outstanding common stock, limited liability company interests or other equity interests of a Party existing immediately prior to the Effective Time of a Merger in which such Party is the Merging Entity shall, without any action on the part of the holder thereof, cease to exist, and no consideration shall be issued in respect thereof.

Section 3 Certificate of Incorporation or Formation. From and after the Effective Time of a Merger, the Certificate of Incorporation or Formation, or equivalent document, of the Surviving Entity of such Merger, as in effect immediately prior to such Effective Time, shall be the Certificate of Incorporation or Formation, or equivalent document, of such Surviving Entity. From and after the Effective Time of such Merger, the bylaws, limited liability company agreement or equivalent document of such Surviving Entity, as in effect immediately prior to such Effective Time, shall be the bylaws, limited liability company agreement or equivalent document of the Surviving Entity following such Merger.

Section 4 Directors and Officers. From and after the Effective Time of a Merger, the directors, managers and officers, as applicable, of the Surviving Entity of such Merger immediately prior to such Effective Time shall, respectively, be the directors, managers and officers, as applicable, of such Surviving Entity following such Merger.

Section 5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized persons as of the date first above written.

ALLIANT INSURANCE SERVICES, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

ALLIANT SPECIALTY INSURANCE
SERVICES, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

PREFERRED CONCEPTS HOLDINGS, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

BENEFIT PARTNERS-ALLIANT, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

COLONIAL HEALTHCARE, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

FILED

Secretary of State

State of Washington

Date Filed: 11/30/2017

Effective Date: 11/30/2017


FRANEY MUHA ALLIANT INSURANCE
SERVICES, INC. UBI No. 002 016 111

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary


T&H BROKERS, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary


T&H BENEFITS, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary


ALLIANT U.S. AGENCIES, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

EXPLEO, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

EZUMBRELLA.COM, LLC

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

[Signature Page to Merger Agreement]

Work Order #: 2017113000020018

FILED

Secretary of State


State of Washington

Date Filed: 11/30/2017


Effective Date: 11/30/2017

MOLONEY & O'NEILL LIFE, INC.

UBI No: 602 016 111

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

CORKERY & JONES BENEFITS, INC.

By: 
Name: Kenneth Zak
Title: SVP, General Counsel & Secretary

{Signature Page to Merger Agreement}

Work Order #: 2017113000020018

RECORDED: 09/14/2020

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TRADEMARK Received Date: 11/30/2017
REEL: 007050 FRAME: 0912 Amount Received: \$360.00