

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/11/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBHBTEG, LLC		06/04/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	The Entrust Group, Inc.		
Street Address:	555 12th Street		
Internal Address:	Suite 900		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607-3637		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4436403	DIRECT YOUR FUTURE	
Registration Number:	4675889	ENTRUST	
Registration Number:	4804450	ENTRUST	
Registration Number:	5306752	ENTRUST LEARNING CENTER	
Registration Number:	4969054	MYDIRECTION CARD	
Registration Number:	3456660	THE ENTRUST GROUP	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	031342.81620		

OP \$165.00 4436403

NAME OF SUBMITTER:	Robert P. Felber, Jr.
SIGNATURE:	/ROBERT P. FELBER, JR./
DATE SIGNED:	12/03/2020
Total Attachments: 8 source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page1.tif source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page2.tif source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page3.tif source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page4.tif source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page5.tif source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page6.tif source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page7.tif source=06-11-2019 Merger LBHBTEG LLC into The Entrust Group Inc_#page8.tif	



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

The Entrust Group, Inc.
STE 500
3200 WEST END AVE
NASHVILLE, TN 37203-1322

June 10, 2019

Control # 955340

Effective Date: 06/11/2019

Document Receipt

Receipt #: 4855501

Filing Fee: \$100.00

Payment-Check/MO - WALLER LANSDEN DORTCH & DAVIS LLP, NASHVILLE, TN

\$100.00

ACKNOWLEDGMENT OF MERGER

LBHBTEG, LLC (NEVADA) (Unqualified Non-survivor)

merged into The Entrust Group, Inc. (TENNESSEE) (Qualified Survivor)

This will acknowledge the filing of the attached Articles of Merger with an effective date as indicated above.

When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Carol Dickerson

B0670-9223 06/10/2019 2:20 PM Received by Tennessee Secretary of State Tre Hargett

ARTICLES OF MERGER

MERGING



LBHBTEG, LLC
(a Nevada limited liability company)

WITH AND INTO

THE ENTRUST GROUP, INC.
(a Tennessee corporation)

Pursuant to Section 48-21-101, *et. seq.* of the Tennessee Business Corporation Act (the "Act"), The Entrust Group, Inc., a Tennessee corporation (the "Surviving Company"), and LBHBTEG, LLC, a Nevada limited liability company (the "Merging Company"), hereby adopt the following Articles of Merger:

1. The Plan of Merger ("Plan of Merger") is attached hereto as Exhibit A and incorporated herein by reference.
2. As to the Merging Company, the Plan of Merger was unanimously adopted by the sole member of the Merging Company by written consent dated June 4, 2019.
3. As to the Surviving Company, the Plan of Merger was unanimously adopted by the sole shareholder of the Surviving Company by written consent dated June 4, 2019.
4. The Plan of Merger shall be effective 11:59 p.m. CST on June 11, 2019.
5. The Plan of Merger is on file with the Surviving Company, located at the following place of business: 3200 West End Avenue, Suite 500, Nashville, TN 37203.

[Signature page follows]

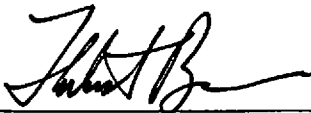
IN WITNESS WHEREOF, the undersigned have duly caused these Articles of Merger to be executed and delivered as of the date first set forth above.

THE ENTRUST GROUP, INC.

By: 

Hubert Bromma, President and CEO

LBHBTEG, LLC

By: 

Hubert Bromma, Managing Member

B0670-9224 06/10/2019 2:20 PM Received by Tennessee Secretary of State Tre Hargett

B0670-9225 06/10/2019 2:20 PM Received by Tennessee Secretary of State Tre Hargett

EXHIBIT A

Plan of Merger

(see attached)

B0670-9226 06/10/2019 2:20 PM Received by Tennessee Secretary of State Tre Hargett

AGREEMENT AND PLAN OF MERGER

OF

LBHBTEG, LLC
(a Nevada limited liability company)

WITH AND INTO

THE ENTRUST GROUP, INC.
(a Tennessee corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this 4th day of June, 2019, by and between The Entrust Group, Inc., a Tennessee corporation (the "Surviving Corporation"), and LBHBTEG, LLC, Inc., a Nevada limited liability company (the "Merging LLC").

RECITALS

WHEREAS, the Board of Directors of the Surviving Corporation and the Managing Member of the Merging LLC has determined that it is desirable and in the best interests of their respective companies and the sole shareholder of each for the Merging LLC to be merged with and into the Surviving Corporation (the "Merger") on and subject to the terms and conditions set forth in this Agreement;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging LLC, in accordance with the Tennessee Business Corporation Act (the "Act") and Title 7, Chapter 92A of the Nevada Revised Statutes (the "NRS"), will be merged with and into the Surviving Corporation, the separate existence of the Merging LLC will cease and the Surviving Corporation will continue as the surviving corporation following the Merger; and

WHEREAS, the parties desire to execute and deliver this Agreement to effectuate the Merger and the other transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the representations, warranties, covenants and other agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as set forth in this Agreement.

ARTICLE I: THE MERGER

The Merger. Upon the terms and subject to the conditions set forth in this Agreement and pursuant to the provisions of, and with the effect provided in the Act and the NRS, at the Effective Time (as defined below), the Merging LLC shall be merged with and into the Surviving Corporation (the "Merger"). Following the Merger, the separate existence of the Merging LLC shall cease, and the Surviving Corporation shall continue as the surviving corporation. The Merger shall be effective as of the Effective Time (defined below). At the Effective Time, (a) all of the properties, rights, privileges, immunities, powers and franchises of the Merging LLC shall vest in the Surviving Corporation, and (b) all of the debts, liabilities, obligations and duties of the Merging LLC shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

Effective Time. Subject to the provisions of this Agreement, the Merger shall become effective in accordance with Sections 48-21-107 and 48-21-108 of the Act and Section 92A.240 of the NRS. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date.").

Organizational Documents. At the Effective Time and as a result of the Merger, (a) the Charter of the Surviving Corporation immediately prior to the Effective Time shall be the charter of the Surviving Corporation following the Effective Time until thereafter amended or repealed in accordance with their terms and the Act, and (b) the Bylaws of the Surviving Corporation immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation following the Effective Time until thereafter amended or repealed in accordance with the terms thereof, the Charter of the Surviving Corporation and the Act.

Conversion of Shares. At the Effective Time, as a result of the Merger and without any further action by the Merging LLC or the Surviving Corporation:

(a) Each membership interest of the Merging LLC that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist and no consideration will be delivered in exchange therefor; and

(b) Each share of capital stock, no par value per share, of the Surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall not be affected by the Merger, and, accordingly, at and after the Effective Time, shall remain issued and outstanding.

Board of Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed, as applicable and qualified in the manner provided for in the Charter and Bylaws of the Surviving Corporation or as otherwise required by the Act. The terms of all directors and officers of the Merging LLC shall automatically and immediately terminate in regards to the Merging LLC as of the Effective Time without further action by the Merging LLC or the Surviving Corporation.

1.6 Tax Treatment. The Plan of Merger shall constitute a "plan of reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations thereunder and the merger is intended to constitute a reorganization within the meaning of Section 368(a)(1)(A) of the Code and the Treasury regulations thereunder.

ARTICLE II: GENERAL PROVISIONS

Conditions Precedent. The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions: (a) this Agreement shall have been approved by Entrust Administration, Inc., as sole owner of both the Merging LLC and the Surviving Corporation; and (b) the parties shall have received all consents, approvals and permissions and the satisfaction of all of the requirements prescribed by law, including, but not limited to, the consents, approvals and permissions of all regulatory authorities which are necessary to the carrying out of the Merger described in this Agreement.


Termination. This Agreement may be terminated by the mutual consent of the Merging LLC and the Surviving Corporation at any time prior to the Effective Time. In the event of termination of this Agreement, this Agreement shall become void and shall have no effect and create no liability or obligation on the part of the parties hereto or their respective officers, directors or shareholders.

Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the internal laws of the State of Tennessee, without regard to conflicts of laws principles.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first set forth above.

LBHBTEG, LLC

By: 
Hubert Bromma, Managing Member

THE ENTRUST GROUP, INC.

By: 
Hubert Bromma, President and CEO

4834-3866-6392.1

[Signature Page to Agreement and Plan of Merger]