

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/13/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspire Independent Review Board, Inc.		11/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Institutional Review Board, Inc.		
Street Address:	1019 39th Avenue SE Suite 120		
City:	Puyallup		
State/Country:	WASHINGTON		
Postal Code:	98374		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4605072	ASPIRE IRB	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5397		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Anita B. Polott		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004-2541		
ATTORNEY DOCKET NUMBER:	020639-0046		
NAME OF SUBMITTER:	Anita B. Polott		
SIGNATURE:	/Anita B. Polott/		
DATE SIGNED:	01/19/2021		
Total Attachments: 4			
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**AGREEMENT AND PLAN OF MERGER
OF
ASPIRE INDEPENDENT REVIEW BOARD, INC.
(a Delaware corporation)
WITH AND INTO
WESTERN INSTITUTIONAL REVIEW BOARD, INC.
(a Washington corporation)**

This AGREEMENT AND PLAN OF MERGER is made and entered into as of this 13th day of November, 2020, by and between Aspire Independent Review Board, Inc., a Delaware corporation (“Aspire”), and Western Institutional Review Board, Inc., a Washington corporation (“WIRB”).

B A C K G R O U N D

WHEREAS, the Board of Directors and sole stockholder of Aspire, and the Board of Directors and sole shareholder of WIRB, deem it advisable and in the best interests of Aspire and WIRB (each of which are sometimes referred to herein as the “Constituent Entities”), and their respective shareholders, that Aspire merge with and into WIRB (the “Merger”), pursuant to this Agreement and Plan of Merger (the “Plan of Merger”) and the applicable provisions of Delaware General Corporation Law (the “DGCL”) and the Washington Business Corporation Act (the “WBCA”); and

WHEREAS, the sole stockholder of Aspire and the sole shareholder of WIRB have each approved the Merger and this Plan of Merger.

NOW THEREFORE, in consideration of the foregoing premises, and in reliance on the respective representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Merger. The Constituent Entities shall effect the Merger upon the terms and subject to the conditions set forth in this Plan of Merger.

(a) The Merger. At the Effective Time (as hereinafter defined), Aspire shall be merged with and into WIRB pursuant to this Plan of Merger, the separate existence of Aspire shall cease and WIRB shall continue as the surviving entity under its name, all upon the terms and subject to the conditions provided for in this Plan of Merger and pursuant to the DGCL and WBCA. WIRB, as it exists from and after the Effective Time, is sometimes hereinafter referred to as the “Surviving Entity.”

(b) Effect of the Merger. The Merger shall have the effect provided therefor by the DGCL and WBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time (i) all the rights, privileges, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including without limitation subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to Aspire shall be taken and deemed to be transferred to, and vested in, the Surviving Entity without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Entity, as they were of Aspire and WIRB, (ii) all debts, liabilities, duties and obligations of Aspire and WIRB shall become the debts, liabilities, duties and obligations of the Surviving Entity, and (iii) the Surviving Entity shall thenceforth be responsible and liable for all the debts, liabilities, duties and obligations of Aspire and WIRB and neither the rights of creditors nor any liens upon the property of Aspire or WIRB shall be impaired by the Merger, and may be enforced against the Surviving Entity.

(c) Consummation of the Merger. A Certificate of Merger shall be filed with the Secretary of State of the State of Delaware in accordance with the provisions of the DGCL (the “Certificate of Merger”) and Articles of Merger shall be filed with the Secretary of State of the State of Washington in accordance with the provisions of the WBCA (the “WA Articles of Merger”). Each of the Certificate of Merger and the Articles of Merger shall specify that the Merger shall become effective on December 31, 2020 at 11:58 p.m. (the “Effective Time”).

2. Articles of Incorporation; Bylaws; Directors and Officers. The Articles of Incorporation of the Surviving Entity (the “Articles of Incorporation”) shall be the Articles of Incorporation of WIRB in effect immediately prior to the Merger. The Articles of Incorporation shall remain in effect until thereafter amended in accordance with the provisions therein and as provided by the WBCA. The Bylaws of the Surviving Entity from and after the Effective Time shall be the Bylaws of WIRB in effect immediately prior to the Merger and continuing until thereafter amended in accordance with their terms and as provided by the WBCA. The directors and officers of the Surviving Entity shall be the directors and officers of WIRB immediately prior to the Effective Time, in each case until their successors are duly elected and qualified.

3. Cancellation of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Aspire or WIRB:

(a) Cancellation of Aspire Shares. At the Effective Time, each issued and outstanding share of stock of Aspire shall automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

(b) WIRB shares. At the Effective Time, each issued and outstanding share of stock of WIRB shall continue to be issued and outstanding and shall represent a share of stock of the Surviving Entity.

4. Intended Tax Treatment. The Merger is intended to be treated, for U.S. federal and applicable state and local income tax purposes, as a tax-free reorganization under Section 368(a)(1)(D) of the U.S. Internal Revenue Code of 1986, as amended.

5. Termination. This Plan of Merger may be terminated at any time on or before the Effective Time by agreement of the boards of directors of Aspire and WIRB.

6. Amendment. This Plan of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

7. Waiver. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.


8. Further Assurances. If at any time the Surviving Entity, or its successors or assigns, shall reasonably consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Entity its rights, title or interest in, to or under any of the rights, properties or assets of the Constituent Entities acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan of Merger, each Constituent Entity and its proper officers, and directors shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the

Surviving Entity and otherwise to carry out the purposes of this Plan of Merger; and the proper officers and directors of the Surviving Entity are fully authorized in the name of each Constituent Entity or otherwise to take any and all such action.

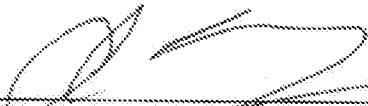
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

ASPIRE INDEPENDENT REVIEW BOARD, INC.

By: 
Name: Alan Lefkowitz
Title: Vice President and Secretary

WESTERN INSTITUTIONAL REVIEW BOARD, INC.

By: 
Name: Alan Lefkowitz
Title: Vice President and Secretary

[Signature Page to Agreement and Plan of Merger]