

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633043

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/31/2020
<b>RESUBMIT DOCUMENT ID:</b>	900596497

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kovarus LLC		12/31/2020	Limited Liability Company: DELAWARE
RoundTower Technologies, LLC		12/31/2020	Limited Liability Company: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	Ahead, Inc.
<b>Street Address:</b>	401 N. Michigan Avenue, Suite 3400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60611
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	4457555	ROUNDTOWER
<b>Registration Number:</b>	4457556	ROUNDTOWER

## CORRESPONDENCE DATA

**Fax Number:** 6082529243  
*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:** 6082558891  
**Email:** mal@dewittllp.com  
**Correspondent Name:** Marcia Layton  
**Address Line 1:** DeWitt LLP/Intellectual Property Dept.  
**Address Line 2:** 2 E. Mifflin Street, Suite 600  
**Address Line 4:** Madison, WISCONSIN 53703-2865

<b>ATTORNEY DOCKET NUMBER:</b>	68179014-015
<b>NAME OF SUBMITTER:</b>	Marcia Layton
<b>SIGNATURE:</b>	/marcialayton/

<b>DATE SIGNED:</b>	03/19/2021
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**Total Attachments: 10**

- source=USPTO--210319--Notice\_Of\_Non-Recordation#page1.tif
- source=USPTO--210319--Notice\_Of\_Non-Recordation#page2.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page1.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page2.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page3.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page4.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page5.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page6.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page7.tif
- source=201231--Article\_of\_Merger--IL--Ahead\_Inc#page8.tif



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE-Secretary of State

7206-826-2  
DECEMBER 31, 2020

CT CORPORATION SYSTEM  
118 W EDWARDS ST., STE 200  
SPRINGFIELD, IL 62704

RE AHEAD, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF MERGER REGARDING THE ABOVE NAMED CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE SURVIVING CORPORATION SHALL EXECUTE A REPORT FOLLOWING MERGER (FORM BCA 14.35) AND FILE IT IN THIS OFFICE WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE MERGER. THIS FORM IS AVAILABLE ON OUR WEBSITE AT [WWW.CYBERDRIVEILLINOIS.COM](http://WWW.CYBERDRIVEILLINOIS.COM). CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

*Jesse White*

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

TRADEMARK  
REEL: 007227 FRAME: 0380

FORM **BCA 11.39** (rev. Dec. 2003)  
**ARTICLES OF MERGER**  
**BETWEEN ILLINOIS CORPORATIONS**  
**AND LIMITED LIABILITY COMPANIES**  
 Business Corporation Act

Secretary of State  
 Department of Business Services  
 501 S. Second St., Rm. 350  
 Springfield, IL 62756  
 217-782-6961  
 www.cyberdriveillinois.com

**FILED**

DEC 31 2020

**JESSE WHITE**  
**SECRETARY OF STATE**

Remit payment in the form of a check or money order payable to Secretary of State.

The filing fee is \$100, but if merger involves more than two corporations, submit \$50 for each additional corporation.

File # 72068262 Filing Fee: \$ 150<sup>00</sup> Approved: WR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<input checked="" type="checkbox"/> Kovarus LLC	Delaware	<u>72068262</u> N.Q. NS
<input checked="" type="checkbox"/> RoundTower Technologies, LLC	Ohio	<u>72068262</u> N.Q. NS
<input checked="" type="checkbox"/> Ahead, Inc.	Illinois	72068262 S.

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Ahead, Inc.

b. Corporation or Limited Liability Company shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:  
 See attached.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

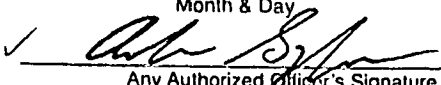
Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
✓ Ahead, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:


- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.


7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in **BLACK INK**.

Dated  December 31, 2020 Ahead, Inc.  
Month & Day Year Exact Name of Corporation  
   
Any Authorized Officer's Signature  
Andrew Szafran - CFO and Treasurer  
Name and Title (type or print)

Dated \_\_\_\_\_  
Month & Day Year Exact Name of Corporation  
\_\_\_\_\_  
Any Authorized Officer's Signature  
\_\_\_\_\_  
Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in **BLACK INK**.

Dated  December 31, 2020 Kovarus LLC  
Month & Day Year Exact Name of Limited Liability Company  
   
Signature  
Andrew Szafran - CFO and Treasurer  
Name and Title (type or print)

Dated  December 31, 2020 RoundTower Technologies, LLC  
Month & Day Year Exact Name of Limited Liability Company  
   
Signature  
Andrew Szafran - CFO and Treasurer  
Name and Title (type or print)

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of December 31, 2020 (the "Merger Agreement"), is made by and among Ahead, Inc., an Illinois corporation (the "Corporation"), Kovarus LLC, a Delaware limited liability company ("Kovarus"), and RoundTower Technologies, LLC, an Ohio limited liability company ("RT LLC," and together with Kovarus, the "Merging Entities").

### WITNESSETH:

WHEREAS, the Merging Entities are each wholly owned subsidiaries of the Corporation;

WHEREAS, the Merging Entities desire to merge with and into the Corporation;

WHEREAS, the Corporation desires to merge the Merging Entities with and into itself;

WHEREAS, the board of directors and stockholders of the Corporation, the sole member of Kovarus, and the board of managers and sole member of RT LLC deem it advisable that the Merging Entities merge with and into the Corporation and that the Corporation continue as the surviving business entity, upon the terms set forth herein and in accordance with the laws of the States of Illinois, Delaware and Ohio (the "Merger"), and that the outstanding membership interests of each of the Merging Entities be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the board of directors and stockholders of the Corporation, the sole member of Kovarus, and the board of managers and sole member of RT LLC, have, by resolutions duly approved and adopted the provisions of the Merger Agreement, as the plan of merger required by Section 5/11.39 of the Illinois Business Corporation Act (the "IBCA").

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### *Effect of the Merger; Manner and Basis of Converting and Canceling Units*

Section 1.1. At the Effective Time (as hereinafter defined), the Merging Entities shall be merged with and into the Corporation, and the separate corporate existence of the Merging Entities (except as may be continued by operation of law) shall cease, and the Corporation shall continue as the surviving business entity, all with the effects provided by applicable law. The Corporation, in its capacity as the surviving business entity of the Merger, is hereinafter sometimes referred to as the "Surviving Business Entity."

Section 1.2. Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding membership interests of the Merging Entities, each membership interest issued and outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in respect thereof.

Section 1.3. At the Effective Time, the Corporation's common shares issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Corporation or any other person, remain unaffected by the Merger.

Section 1.4. At and after the Effective Time, the Surviving Business Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of the Merging Entities; and all rights, privileges, immunities and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to the Merging Entities shall be taken and deemed to be transferred to and vested in the Surviving Business Entity without further act or deed; and title to any real estate, or any interest therein, vested in the Merging Entities shall not revert or be in any way impaired by reason of the Merger; and the Surviving Business Entity shall thenceforth be responsible and liable for all liabilities and obligations of the Merging Entities and any claim existing or action or proceeding pending by or against the Merging Entities may be prosecuted to judgment as if the Merger had not taken place or the Surviving Business Entity may be substituted in its place; all with the effect set forth in the IBCA. The authority of the officers of the Merging Entities shall continue with respect to the due execution in the name of the company of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the IBCA or any contract to which the Merging Entities was a party or this Merger Agreement.

## ARTICLE 2

### *Effective Time*

Section 2.1. The Merging Entities and the Surviving Business Entity shall cause Articles of of Merger to be executed and delivered for filing with the Secretary of State of the State of Illinois, as provided in and in accordance with the IBCA.

Section 2.2. The Merger shall become effective on December 31, 2020 (the "Effective Time").

## ARTICLE 3

### *Certificate of Incorporation and Bylaws; Board of Directors and Officers*

Section 3.1. The Certificate of Incorporation of the Surviving Business Entity as in effect at the Effective Time shall govern the Surviving Business Entity.

Section 3.2. The bylaws (the "Bylaws") of the Corporation, as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the board of directors of the Surviving Business Entity, shall govern the Surviving Business Entity.

Section 3.3. The board of directors and the officers of the Corporation, holding office immediately prior to the Effective Time, shall be the board of directors and the officers (holding the same positions as they held with the Corporation immediately prior to the Effective Time) of



the Surviving Business Entity and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Bylaws of the Surviving Business Entity.

#### ARTICLE 4

##### *Miscellaneous*

Section 4.1. This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Section 4.2. This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Illinois.

Section 4.3. This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

AHEAD, INC.

By:   
Name: Andrew Szafran  
Title: Chief Financial Officer and Treasurer

KOVARUS LLC

By:   
Name: Andrew Szafran  
Title: Chief Financial Officer and Treasurer

ROUNDTOWER TECHNOLOGIES, LLC

By:   
Name: Andrew Szafran  
Title: Chief Financial Officer and Treasurer