

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM652528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/01/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mammoth, Inc.		03/30/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ThinkHR Corporation		
Street Address:	4637 Chabot Drive, Suite 200		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5001261	HR SUPPORT CENTER	
Registration Number:	5116981	MAMMOTH	
Registration Number:	5116980	MAMMOTH	
Registration Number:	4819803	MAMMOTH HR	
Registration Number:	5744617	BETTER HR TOGETHER	
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>			
Phone:	650-289-7890		
Email:	mcleand@gtlaw.com		
Correspondent Name:	Paul A. McLean, Esq.		
Address Line 1:	1900 University Avenue, Fifth Floor		
Address Line 2:	GREENBERG TRAURIG LLP		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	192955-900100		
NAME OF SUBMITTER:	Paul A. McLean, Esq., Greenberg Traurig		
SIGNATURE:	/Paul A. McLean/		
DATE SIGNED:	06/08/2021		

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Total Attachments: 8

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AGREEMENT OF MERGER

BETWEEN

THINKHR CORPORATION

AND

MAMMOTH, INC.

FILED RHG
Secretary of State
State of California

APR - 1 2020

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This Agreement of Merger (this "**Agreement of Merger**") is entered into as of March 30, 2020, between ThinkHR Corporation, a California corporation ("**Surviving Corporation**"), and Mammoth, Inc., a California corporation ("**Merging Corporation**").

RECITALS

- A. The boards of directors of Surviving Corporation and Merging Corporation deem it advisable and in their mutual best interests and in the best interests of the shareholders of the respective entities, that parties consummate a statutory merger of Merging Corporation with and into Surviving Corporation with Surviving Corporation continuing as the surviving corporation (the "**Merger**").
- B. The boards of directors of each of Surviving Corporation and Merging Corporation and the shareholders of each of Surviving Corporation and Merging Corporation have approved the Merger and this Agreement of Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Merger. Subject to the terms of this Agreement of Merger and in accordance with the applicable provisions of the Corporations Code of the State of California (the "CCC"), Merging Corporation shall be merged with and into Surviving Corporation and Surviving Corporation shall continue as the surviving corporation. The name of the Surviving Corporation shall be "ThinkHR Corporation".

2. Effective Time. The Merger shall become effective at 12:00 p.m. Pacific Time on April 1, 2020 (the "**Effective Time**"); provided, however, that this Agreement of Merger may be prevented from becoming effective prior to the Effective Time by the Surviving Corporation and the Merging Corporation in accordance with Sections 1103 and 110(c) of the CCC.

3. Conversion of Capital Stock of Constituent Corporations.

(a) Merging Corporation Common Stock. At the Effective Time, each outstanding share of common stock of Merging Corporation that is issued and outstanding immediately prior to the Effective Time shall be converted into 1/25,127th of a validly issued, fully paid and nonassessable share of common stock of Surviving Corporation.

(b) Surviving Corporation Capital Stock. At the Effective Time, each outstanding share of common stock of Surviving Corporation that is issued and outstanding immediately prior to the

Effective Time shall be converted into 1/100th of a validly issued, fully paid and nonassessable share of common stock of Surviving Corporation.

4. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided under the applicable provisions of the CCC. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Surviving Corporation and Merging Corporation shall vest in the Surviving Corporation, and all debts, liabilities and duties of Surviving Corporation and Merging Corporation shall become debts, liabilities and duties of the Surviving Corporation.

5. Articles of Incorporation; Bylaws; Directors and Officers of Surviving Corporation. As of and after the Effective Time:

(a) The articles of incorporation of the Surviving Corporation immediately prior to the Merger shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the CCC.

(b) The bylaws of the Surviving Corporation immediately prior to the Merger shall continue to be the bylaws of the Surviving Corporation after the effective date of the Merger until such time as amended in accordance with such bylaws of the Surviving Corporation.

(c) The officers of Surviving Corporation immediately prior to the Effective Time shall be appointed as the officers of the Surviving Corporation immediately after the Effective Time until their respective successors are duly appointed.

(d) The members of the board of directors of Surviving Corporation immediately prior to the Effective Time shall be appointed as the members of the board of directors of the Surviving Corporation immediately after the Effective Time until their respective successors are duly elected or appointed and qualified.

6. Miscellaneous.

(a) This Agreement of Merger may be terminated prior to the Effective Time by the mutual consent of the Boards of Directors of Surviving Corporation and Merging Corporation.

(b) In the event of the termination of this Agreement of Merger prior to the Effective Time as provided above, this Agreement of Merger shall forthwith become void and there shall be no liability on the part of Surviving Corporation and Merging Corporation or their respective officers or directors.

(c) This Agreement of Merger may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) After the Effective Time, the Surviving Corporation and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to Surviving Corporation's and Merging Corporation's property and rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement of Merger in the name of Surviving Corporation and Merging Corporation or otherwise.

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(e) This Agreement of Merger will be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California without regard to principles of conflicts of laws.

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


THINKHR CORPORATION

By: 
Name: Nathan Christensen
Title: President


THINKHR CORPORATION

By: 
Name: Mark Tisdell
Title: Secretary

MAMMOTH, INC.

By: 
Name: Nathan Christensen
Title: President

MAMMOTH, INC.

By: 
Name: Mark Tisdell
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

**OFFICERS' CERTIFICATE
OF
MAMMOTH, INC.**


The undersigned, Nathan Christensen and Mark Tisdell, President and Secretary, respectively, of Mammoth, Inc., a corporation duly organized and existing under the laws of the State of California (the "**Corporation**"), hereby certify that:

1. They are the duly elected or appointed, acting and qualified President and Secretary, respectively, of the Corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the shareholders of the Corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 25,127 shares.

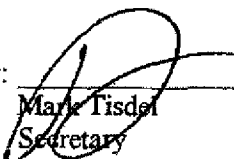
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The undersigned further declare under penalty of perjury under the laws of the State of California that to their own knowledge, the matters set forth in this certificate are true and correct.

By: 
Nathan Christensen
President

Dated: March 30, 2020

By: 
Mark Tisdal
Secretary

Dated: March 30, 2020

[SIGNATURE PAGE TO OFFICERS' CERTIFICATE]

TRADEMARK
REEL: 007325 FRAME: 0230

**OFFICERS' CERTIFICATE
OF
THINKHR CORPORATION**

The undersigned, Nathan Christensen and Mark Tisdell, President and Secretary, respectively, of ThinkHR Corporation, a corporation duly organized and existing under the laws of the State of California (the "**Corporation**"), hereby certify that:

1. They are the duly elected or appointed, acting and qualified President and Secretary, respectively, of the Corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the shareholders of the Corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100 shares.

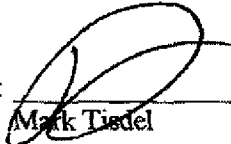
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A0840682

The undersigned further declare under penalty of perjury under the laws of the State of California that to their own knowledge, the matters set forth in this certificate are true and correct.

By: 
Nathan Christensen
President

Dated: March 30, 2020

By: 
Mark Tiedel
Secretary

Dated: March 30, 2020

[SIGNATURE PAGE TO OFFICERS' CERTIFICATE]