

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657691

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/03/2015
RESUBMIT DOCUMENT ID:	900622934
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Career Step, LLC	FORMERLY Career Step Holdings, LLC	02/03/2015	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	Career Step, LLC
Street Address:	2901 N. Ashton Blvd., Suite 101
City:	Lehi
State/Country:	UTAH
Postal Code:	84043
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3843898	CAREER STEP
Registration Number:	4674110	CAREERSTEP

CORRESPONDENCE DATA

Fax Number: 8014153500

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: 8014153000

Email: catherine.benton@dentons.com

Correspondent Name: Gretta C. Spendlove

Address Line 1: 111 S Main Street Suite 2400

Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER: 42805-1000US

DOMESTIC REPRESENTATIVE


Name: Gretta C. Spendlove

Address Line 1: 111 S Main Street Suite 2400

Address Line 2:	Dentons Durham Jones & Pinegar P.C.
Address Line 4:	Salt Lake City, UTAH 84111
NAME OF SUBMITTER:	Gretta C. Spendlove
SIGNATURE:	/Gretta C. Spendlove/
DATE SIGNED:	07/02/2021
Total Attachments: 8 source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page1.tif source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page2.tif source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page3.tif source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page4.tif source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page5.tif source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page6.tif source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page7.tif source=Merger Documents (Career Step Holdings, LLC to Career Step, LLC) (2015)#page8.tif	

IN WITNESS WHEREOF, each of the Constituent Companies have caused these
Articles of Merger to be executed this 3rd day of February, 2015

CAREER STEP, LLC

By 
Name, Arion Robbins
Title Vice President and Assistant Secretary

CAREER STEP HOLDINGS, LLC

By _____
Name Simon A. Bachleda
Title Vice President and Secretary

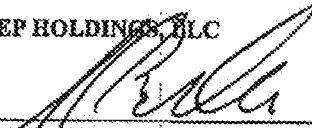
[Signature Page to the Articles of Merger]

IN WITNESS WHEREOF, each of the Constituent Companies have caused these
Articles of Merger to be executed this 3rd day of February, 2015

CAREER STEP, LLC

By _____
Name Aron Robbins
Title Vice President and Assistant Secretary

CAREER STEP HOLDINGS, LLC

By  _____
Name Simon A. Bachleda
Title Vice President and Secretary

[Signature Page to the Articles of Merger]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is hereby entered into effective as of this 3rd day of February, 2015, between Career Step, LLC, a Utah limited liability company (the "Surviving Company"), and Career Step Holdings, LLC, a Utah limited liability company (the "Merged Company"). The Surviving Company and the Merged Company are sometimes hereinafter collectively referred to as the "Constituent Entities".

RECITALS

WHEREAS, Surviving Company is a limited liability company duly organized and existing under the laws of the State of Utah;

WHEREAS, Merged Company is a limited liability company duly organized and existing under the laws of the State of Utah;

WHEREAS, Surviving Company is a direct wholly-owned subsidiary of Merged Company, and Merged Company is a direct wholly-owned subsidiary of Health Careers Acquisition, Inc., a Delaware corporation ("HCA");

WHEREAS, each of (i) the sole member and manager of the Merged Company, (ii) the Merged Company, in its capacity as the sole member of the Surviving Company and (iii) the managers of the Surviving Company, have approved this Plan of Merger;

WHEREAS, the members and managers of each of the Constituent Entities have deemed it advisable and in the best interests of each of the Constituent Entities for the Merged Company to merge with and into the Surviving Company, with the Surviving Company being the surviving company (the "Merger"), as set forth in this Plan of Merger and pursuant to Section 48-2c-1407 of the Utah Revised Limited Liability Act (the "Act"); and

WHEREAS, following the effective time of the Merger, the Surviving Company shall be a direct wholly-owned subsidiary of HCA.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and in accordance with the Act, the parties hereto agree as follows:

ARTICLE I THE MERGER

1.1 Merger. As set forth herein and in accordance with the Act, upon the Effective Date (as defined below) the Merged Company shall merge with and into the Surviving Company with the Surviving Company surviving the Merger and continuing to be a limited liability company governed by and existing under the laws of the State of Utah, and the separate existence of the Merged Company shall cease.

1.2 Effectiveness. Following the filing and effectiveness of the Articles of Merger with the Utah Department of Commerce, Division of Corporations and Commercial Code pursuant to Sections 48-2c-1409 and 48-2c-1410 of the Act, the merger shall be effective as of the filing of the Articles of Merger with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Effective

Date"). The Surviving Company shall, upon the Effective Date, make all other filings or recordings and take all other actions required by the Act in connection with the Merger.

1.3 Cessation of Separate Existence. Upon the Effective Date, the separate existence of the Merged Company shall cease and the Surviving Company shall: (i) continue to possess all of the assets, rights, powers and property of the Surviving Company as constituted immediately prior to the Effective Date; (ii) continue to be subject to all of the debts, liabilities and obligations of the Surviving Company as constituted immediately prior to the Effective Date; (iii) succeed, without other transfer, to and possess all of the assets, rights, powers, privileges and property (real or personal) of the Merged Company; (iv) succeed, without other transfer, to all of the debts, liabilities and obligations of the Merged Company in the same manner as if the Surviving Company had itself incurred them; and (v) succeed to the Merged Company in the manner of and as more fully set forth in Sections 48-2c-1409 and -1410 of the Act.

ARTICLE II ARTICLES OF ORGANIZATION, OPERATING AGREEMENT, MANAGERS AND OFFICERS OF THE SURVIVING COMPANY

2.1 Articles. The Articles of Organization (the "Articles") of the Surviving Company in effect immediately prior to the Effective Date shall be amended and restated in its entirety as of the Effective Date as set forth in Exhibit A attached and, as so amended and restated, shall be the Articles of Organization of the Surviving Company until duly amended in accordance with the terms thereof and the Act.

2.2 Operating Agreement. The Second Amended and Restated Operating Agreement (the "Operating Agreement") of the Surviving Company in effect immediately prior to the Effective Date shall be amended and restated in its entirety as of the Effective Date as set forth in the Third Amended and Restated Operating Agreement of the Surviving Company until duly amended in accordance with the terms thereof and the Act.

2.3 Managers and Officers. The managers and officers of the Surviving Company immediately prior to the Effective Date shall be the managers and officers of the Surviving Company until their successors shall have been duly elected and qualified or until as otherwise provided by the Act, the Articles, the Operating Agreement or any resolutions of the managers or the members of the Surviving Company.

ARTICLE III EFFECT ON MEMBERSHIP INTERESTS

Upon the Effective Date, all outstanding membership interests of Merged Company shall, by virtue of the Merger and without consideration or any further action by either of the Constituent Entities, automatically be cancelled and shall cease to exist and any certificates evidencing ownership thereof shall be void and of no effect. All outstanding membership interests of the Surviving Company shall not be affected by virtue of the Merger, except that following the Merger the same shall be deemed to be held by HCA rather than the Merged Company.

**ARTICLE IV
MISCELLANEOUS**

4.1 Additional Action If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest in the Surviving Company full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Constituent Entities, the managers and the officers of the Surviving Company are fully authorized in the name of the Surviving Company or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Plan of Merger

4.2 Counterparts For the convenience of the parties hereto and to facilitate any filing and recording of this Plan of Merger, any number of counterparts hereof may be executed, each of which shall be deemed to be an original of this Plan of Merger but all of which together shall constitute one and the same instrument

4.3 Entire Agreement This Plan of Merger constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations, correspondence understandings and agreements between such parties with respect to the subject matter hereof

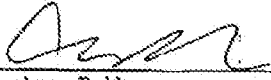
4.4 Governing Law This Plan of Merger and the transactions contemplated hereby shall be governed by, and shall be construed in accordance with, the laws of the State of Utah

4.5 Amendments Except as otherwise provided herein, this Plan of Merger may be amended only in writing signed by each of the parties hereto

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger
as of the date first set forth above

CAREER STEP, LLC

By 
Name Arion Robbins
Title Vice President and Assistant Secretary

CAREER STEP HOLDINGS, LLC

By _____
Name Simon A. Bachleda
Title Vice President and Secretary

(Signature Page to Agreement and Plan of Merger)

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first set forth above

CAREER STEP, LLC

By _____
Name Arton Robbins
Title Vice President and Assistant Secretary

CAREER STEP HOLDINGS, LLC

By _____
Name Simon A. Bchleda
Title Vice President and Secretary

(Signature Page to Agreement and Plan of Merger)