

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York-VCA		12/03/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	York Telecom Corporation		
Street Address:	81 Corbett Way		
City:	Eatontown		
State/Country:	NEW JERSEY		
Postal Code:	07724		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1708701	VCA	
CORRESPONDENCE DATA			
Fax Number:	7327413900		
<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:	732-741-3900		
Email:	dazzinaro@ghclaw.com		
Correspondent Name:	Diane Azzinaro		
Address Line 1:	125 Half Mile Road, Suite 300		
Address Line 2:	Giordano, Halleran & Ciesla, P.C.		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	11071-0011		
NAME OF SUBMITTER:	Christopher J. Marino		
SIGNATURE:	/Christopher J. Marino/		
DATE SIGNED:	07/16/2021		
Total Attachments: 6			
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**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF A MERGER**

I, the Treasurer of the State of New Jersey, do hereby certify on the 28th of December, 2020 a Merger was filed with the Division of Revenue and Enterprise Services.

1. Surviving Business Name: YORK TELECOM CORPORATION

2. Surviving Business Entity Id: 0100259724

3. Businesses that were Merged:
YORK-VCA, LLC
0600466164

4. Voting :
YORK TELECOM CORPORATION
Written Consent by Members
Adopted on 12/03/2020

YORK-VCA, LLC
Written Consent by Members
Adopted on 12/03/2020

5. Effective Date: 12/31/2020

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger / consolidation has been approved and executed by each business entity involved. Additionally, a copy of the merger / consolidation agreement has been or shall be furnished by the surviving entity to any member or any person having an interest.

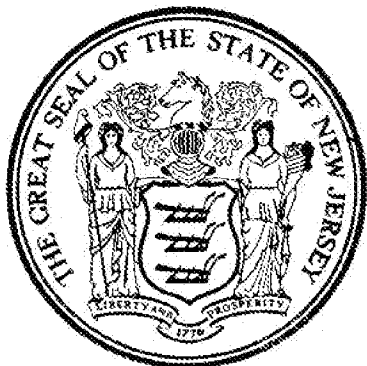
The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

Signature and Title

RONALD J GABOURY, CEO

JUDITH PULIG, VICE PRESIDENT

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF A MERGER**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
28th day of December, 2020*

A handwritten signature in cursive script, appearing to read 'Elizabeth M. Muoio'.

*Elizabeth M. Muoio
State Treasurer*

Certificate Number : 4122339517

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of December 3, 2020, by and between York Telecom Corporation, a New Jersey Corporation ("**Parent**"), and York-VCA, LLC, a New Jersey limited liability company (the "**Subsidiary**").

WHEREAS, Parent owns One Hundred Percent (100%) of the ownership interest in the Subsidiary;

WHEREAS, the Board of Directors of the Parent has approved and adopted this Agreement and the transactions contemplated by this Agreement on behalf of the Parent and as the sole member of the Subsidiary after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Parent and the Subsidiary; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Subsidiary, in accordance with the New Jersey Business Corporation Act ("**BCA**") and the New Jersey Revised Uniform Limited Liability Company Act ("**NJRULLCA**"), will merge with and into the Parent, with the Parent as the surviving entity (the "**Merger**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 14A:10-1 et. seq. of the BCA and Section 42:2C-74 of the NJRULLCA, the Subsidiary shall be merged with and into the Parent at the Effective Time (as hereinafter defined). Following the Effective Time, the separate limited liability company existence of the Subsidiary shall cease, and the Parent shall continue as the surviving entity (the "**Surviving Company**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the BCA and the NJRULLCA.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger complying with 14A:10-4.1 of the BCA and shall duly prepare, execute and file articles of merger complying with 42:2C-76 of the NJRULLCA with the Secretary of State of the State of New Jersey with respect to the Merger (collectively, the "**Certificates of Merger**"). The Merger shall become effective on December 31, 2020 (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the BCA and the NJRULLCA, including without limitation, 14A:10-6 of the BCA and 42:2C-77 of the NJRULLCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, and powers of the Subsidiary shall vest in the Parent, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of the

Subsidiary shall become the debts, liabilities, obligations and duties of the Parent, as the Surviving Company.

3. Organizational Documents. The Amended & Restated Certificate of Incorporation and Amended and Restated By-Laws of the Parent in effect at the Effective Time shall continue to be the certificate of incorporation and by-laws of the Surviving Company.

4. Board of Directors and Officers. The directors and officers of the Parent shall be the same upon the Effective Time as they are for the Parent immediately prior thereto.

5. Equity of the Parent and the Subsidiary. At the Effective Time, by virtue of the Merger and without any action on the part of the Subsidiary or the Surviving Company or the shareholders of the Parent or the holders of ownership interests of the Subsidiary:

(a) Subsidiary Ownership. The ownership interest in the Subsidiary issued and outstanding immediately prior to the Effective Time will be automatically cancelled and retired at the Effective Time by virtue of the Merger and without any action on the part of the Subsidiary or on the part of the holder thereof. The cancellation of such ownership interest of the Subsidiary shall be without the payment of any consideration.

(b) Surviving Company. Each share of capital stock of the Parent issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Further Assurances. The parties hereto agree that they will cause to be done any and all acts and things, and cause to be executed, delivered, filed and recorded any and all instruments, papers and documents prescribed by the laws of the State of New Jersey, which are or become necessary, proper or convenient to effectuate the Merger or to carry out or put into effect any of the provisions of this Agreement and Plan of Merger.

7. Entire Agreement. This Agreement together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

8. Termination. This Agreement may be terminated by the Board of Directors of the Parent at any time prior to the Effective Time.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing

and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New Jersey.

14. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other parties shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile transmission (with a confirming copy sent by overnight courier), to Judith M. Pulig, who holds the positions of Vice President, Treasurer and Assistant Secretary.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

PARENT:

YORK TELECOM CORPORATION

By:  _____

Name: Ronald J. Gaboury
Title: Chief Executive Officer

SUBSIDIARY:

YORK-VCA, LLC.

By:  _____

Name: Judith M. Pulig
Title: Vice President, Treasurer and Assistant Secretary

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