

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/21/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crexendo, Inc.		10/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crexendo, Inc.		
Street Address:	1615 South 52nd Street		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85281		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4998388	CREXENDO	
CORRESPONDENCE DATA			
Fax Number:	5124826859		
<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:	5124826800		
Email:	atxtrademarks@klgates.com		
Correspondent Name:	Stewart N. Mesher		
Address Line 1:	2801 Via Fortuna, Suite 350		
Address Line 4:	Austin, TEXAS 78746		
ATTORNEY DOCKET NUMBER:	2607100.00001		
NAME OF SUBMITTER:	Stewart N. Mesher		
SIGNATURE:	/Stewart N. Mesher/		
DATE SIGNED:	09/17/2021		
Total Attachments: 7			
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**AGREEMENT AND PLAN OF MERGER OF
CREXENDO, INC., A NEVADA CORPORATION,
AND
CREXENDO, INC., A DELAWARE CORPORATION**

This **AGREEMENT AND PLAN OF MERGER**, dated as of October 21, 2016, (this Agreement"), is between Crexendo, Inc., a Delaware corporation ("Crexendo Delaware"), and Crexendo, Inc., a Nevada corporation and wholly owned subsidiary of Crexendo Delaware ("Crexendo Delaware"). Crexendo Delaware and Crexendo Nevada are sometimes referred to herein as the "Constituent Corporations."

RECITALS

WHEREAS, Crexendo Nevada is a corporation duly organized and existing under the laws of the State of Nevada and has a total authorized capital stock of 30,000,000 shares, of which 25,000,000 are designated as Common Stock, par value \$0.001 per share (the "Crexendo Nevada Common Stock"). Crexendo Nevada, and 5,000,000 are designated as preferred stock, pare value \$0.001 per share (the "Crexendo Nevada Preferred Stock") As of the date of this Agreement, and before giving effect to the transactions contemplated hereby, 13,320,246 shares of Crexendo Nevada Common Stock are issued and outstanding, all of which are held by Crexendo Delaware, and no shares of Crexendo Nevada Preferred Stock are issued and outstanding;

WHEREAS, Crexendo Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has a total authorized capital stock of 30,000,000 shares, of which 25,000,000 are designated as Common Stock, par value \$0.001 per share (the "Crexendo Nevada Common Stock"), and 5,000,000are designated as Preferred Stock, par value \$0.001 per share (the "Crexendo Delaware Preferred Stock"), and, as of the date of this Agreement, and before giving effect to the transactions contemplated hereby, 13,320,246shares of Crexendo Delaware Common Stock are issued and outstanding, and no shares of Crexendo Delaware Preferred Stock are issued and outstanding;

WHEREAS, the Board of Directors of Crexendo Delaware has determined that, for the purpose of effecting the reincorporation of Crexendo Delaware in the State of Nevada under the Nevada Revised Statutes, it is advisable and in the best interests of Crexendo Delaware and its shareholders that Crexendo Delaware merge with and into Crexendo Nevada upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations, the shareholders of Crexendo Delaware and the stockholder of Crexendo Nevada have approved this Agreement and have directed that this Merger Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Crexendo Nevada and Crexendo Delaware hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Nevada Revised Statutes and Delaware General Corporation Law, at the Effective Time (as hereinafter defined), Crexendo Delaware, incorporated in the State of Delaware shall be merged with and into Crexendo Nevada, incorporated in the State of Nevada (the "Merger"), the separate existence of Crexendo Delaware shall cease and Crexendo Nevada shall survive the Merger and shall continue to be governed by the laws of the State of Nevada. Crexendo Nevada shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "Crexendo, Inc.," a Nevada corporation.

1.2 Filing and Effectiveness. The Merger shall become effective on the date and at the time of filing an Agreement of Merger conforming with the terms of this Agreement with the Secretary of State of the State of Delaware and Articles of Merger conforming with the terms of this Agreement with the Secretary of State of the State of Nevada (the "Effective Time"), all after satisfaction of the requirements of the applicable laws of such states.

1.3 Adoption. The agreement shall be adopted, approved, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws under which it is formed, and, in the case of a Delaware corporation, in the same manner as is provided in § 252 of the Delaware General Corporation Law.

1.4 Effect of the Merger. Upon the Effective Time, the separate existence of Crexendo Delaware shall cease, and Crexendo Nevada, shall be the surviving corporation Crexendo, Nevada as the Surviving Corporation, shall: (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date, (ii) be subject to all actions previously taken by its and Crexendo Delaware's Boards of Directors, (iii) succeed, without other transfer, to all of the assets, rights, powers and property of Crexendo Delaware in the manner as more fully proscribed by applicable law, (iv) continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date, and (v) succeed, without other transfer, to all of the debts, liabilities and obligations

of Crexendo Delaware in the same manner as if Crexendo Nevada had itself incurred them, all as more fully provided under the applicable provisions of the laws of Delaware and Nevada.

1.5 Executed Agreement. The executed Agreement of Merger is on file at the Office of the Surviving Corporation located at 1615 S 52nd St, Tempe, AZ 85281

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Crexendo Nevada as in effect immediately prior to the Effective Time shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Crexendo Nevada as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Crexendo Delaware immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 Crexendo Delaware Common Stock. Upon the Effective Time, each share of Crexendo Delaware Common Stock issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Crexendo Nevada Common Stock.

3.2 Crexendo Nevada Common Stock. Upon the Effective Time, each share of Crexendo Nevada Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Crexendo Nevada, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares, without any consideration being delivered in respect thereof.

3.3 Exchange of Certificates. After the Effective Time, each holder of an outstanding certificate representing shares of Crexendo Delaware Common Stock may, at such shareholder's option, surrender the same for cancellation to an exchange agent designated by the Surviving Corporation (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates shares of Crexendo Nevada Common Stock outstanding immediately prior to the Effective Date shall be deemed for all purposes, from and after the Effective Date, to represent the number of shares of Crexendo Nevada Common Stock into which such shares of Crexendo Nevada Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Crexendo Nevada Common Stock represented by such outstanding certificate as provided above.

Each certificate representing Crexendo Nevada Common Stock so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Crexendo Delaware so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

3.4 Crexendo Nevada Equity Incentive Plans.

(a) Upon the Effective Date, the Surviving Corporation shall assume and continue any and all stock option, stock incentive, employee benefit and other equity-based award plans heretofore adopted by Crexendo Delaware (collectively, the "Plans"). Each outstanding and unexercised option, warrant or right to purchase or receive, or security convertible into, Crexendo Delaware Common Stock shall become an option, warrant or right to purchase or receive, or security convertible into, Crexendo Nevada Common Stock on the basis of one (1) share of Crexendo Nevada Common Stock for each share of Crexendo Delaware Common Stock issuable pursuant to any such option, warrant or right to purchase or receive, or convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price per share applicable to any such option, warrant or right to purchase or receive, or security convertible into, Crexendo Delaware Common Stock at the Effective Date. No other changes in the terms and conditions of such options will occur.

(b) A number of shares of Crexendo Nevada Common Stock shall be reserved for issuance under the Plans equal to the number of shares of Crexendo Delaware Common Stock so reserved immediately prior to the Effective Date.

IV. CONDITIONS

4.1 Conditions to Crexendo Delaware's Obligations. The obligations of Crexendo Delaware under this Merger Agreement shall be conditioned upon the occurrence of the following events:

- (a) The principal terms of this Merger Agreement shall have been duly approved by the shareholders of Crexendo Delaware;
- (b) Any consents, approvals or authorizations that Crexendo Delaware deems necessary or appropriate to be obtained in connection with the consummation of the Merger shall have been obtained, including, but not limited to, approvals with respect to federal and state securities laws; and
- (c) The Crexendo Nevada Common Stock to be issued and reserved for issuance in connection with the Merger shall have been approved for listing by the OTCQX Stock Exchange.

V. GENERAL

5.1 Covenants of Crexendo Nevada. Crexendo covenants and agrees that it will:

- (a) Qualify to do business as a foreign corporation in the State of Delaware and in connection therewith irrevocably appoint an agent for service of process to the extent required by Delaware Law; and
- (b) Take such other actions as may be required by the law of the State of Delaware.

5.2 Further Assurances. From time to time, as and when required by Crexendo Nevada or by its successors or assigns, there shall be executed and delivered on behalf of Crexendo Nevada such deeds and other instruments, and there shall be taken or caused to be taken by Crexendo Nevada and Crexendo Delaware such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Crexendo Nevada the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Crexendo Delaware and otherwise to carry out the purposes of this Agreement, and the officers and directors of Crexendo Nevada are fully authorized in the name and on behalf of Crexendo Delaware or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5.3 Abandonment. At any time before the filing of the Certificate of Merger with the Secretary of State of the State of Nevada, this Agreement may be terminated and the Merger may be abandoned for any

reason whatsoever by the Board of Directors of either Crexendo Delaware or of Crexendo Nevada, or of both, notwithstanding the approval of this Agreement by the shareholders of Crexendo Delaware.

5.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Nevada, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders or shareholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

5.5 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Nevada and, so far as applicable, the merger provisions of the Delaware Statutes.

5.6 Copy of Agreement. That a copy of the agreement of consolidation or merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation

5.7 Service of Process. Crexendo Nevada agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the surviving or resulting corporation arising from the merger or consolidation, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to § 262 of the Delaware General Corporation Law., and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings and the Secretary of State may mail such service to 1615 S 52nd St, Tempe, AZ 85281.

5.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

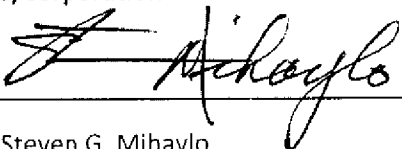
IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Crexendo, Inc., a Nevada corporation, and Crexendo, Inc., a Delaware corporation, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

Crexendo, Inc.,
a Delaware corporation

By: 

Name: Steven G. Mihaylo
Title: Chief Executive Officer

Crexendo, Inc.,
A Nevada, corporation

By: 

Name: Steven G. Mihaylo
Title: Chief Executive Officer