

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sales Xceleration, Inc.		09/24/2021	Corporation: INDIANA

## RECEIVING PARTY DATA

Name:	Sales Xceleration, LLC
Street Address:	10475 Crosspoint Boulevard, Suite 250
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46256
Entity Type:	Limited Liability Company: INDIANA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5892659	CSL CERTIFIED SALES LEADER
Registration Number:	5455141	GENESIS+
Registration Number:	5371951	INVESTMENT SALES ANALYSIS
Registration Number:	4754564	SALES XCELERATION
Registration Number:	4746546	SALES XCELERATION
Registration Number:	5099251	SALES XCELERATION SALES AGILITY ASSESSME
Registration Number:	5038259	SALES AGILITY ASSESSMENT

## CORRESPONDENCE DATA

Fax Number: 3172371000

*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: 317-237-0300

Email: trademark@faegredrinker.com

Correspondent Name: Abe J. Shanehsaz/Claire M. Plante

Address Line 1: 300 N. Meridian Street, Suite 2500

Address Line 2: Faegre Drinker Biddle & Reath LLP

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Claire M. Plante
SIGNATURE:	/CMPlante/
DATE SIGNED:	11/29/2021

**Total Attachments: 9**

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State of Indiana  
Office of the Secretary of State

Certificate of Conversion

of

**SALES XCELERATION INC.**

I, HOLLI SULLIVAN, Secretary of State, hereby certify that Articles of Conversion of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

The name following said transaction will be:

**SALES XCELERATION, LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday,  
September 24, 2021.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 24, 2021



*Holli Sullivan*

HOLLI SULLIVAN  
SECRETARY OF STATE

2011112800110 / 9165297

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



**ARTICLES OF CONVERSION  
DOMESTIC ENTITIES**  
State Form 66288 (84 / 6-18)

Indiana Code 23-0.5-9-48  
23-0.5-4-5

FILING FEE: \$30.00

The undersigned, desiring to convert an entity's type of entity pursuant to the provisions of Indiana Code 23-0.5-4, executes the following Articles of Conversion.

**ARTICLE I - NAME AND JURISDICTION OF ENTITY**

**SECTION 1:** Name of the entity (*The name must meet the requirements of Indiana Code 23-0.5-3-1.*)

a. The name of the entity immediately before filing these Articles of Conversion

Sales Xceleration, Inc.

b. The name of the entity immediately after filing these Articles of Conversion

Sales Xceleration, LLC

**SECTION 2:** Entity type (Example: corporation, limited liability company, etc.)

a. The entity type of the entity immediately before filing these Articles of Conversion

Corporation

b. The entity type of the entity immediately after filing these Articles of Conversion

Limited Liability Company

**SECTION 3:** Jurisdiction

a. The jurisdiction of formation of the entity immediately before filing these Articles of Conversion

Indiana

b. The jurisdiction of formation of the entity immediately after filing these Articles of Conversion

Indiana

**ARTICLE II - EFFECTIVE DATE OF CONVERSION**

Effective date of the Articles of Conversion (month, day, year) (*The effective date may not be more than ninety (90) days after the date the Articles of Conversion were filed.*)

September 24, 2021

**ARTICLE III - INFORMATION FOR THE SIGNATOR(S)**

Please complete either a. or b. below:

- a. If, after the conversion becomes effective, the entity will become a domestic entity, please attach the entity's public organic record (defined in IC 23-0.5-1.6-33) as required by Indiana Code 23-0.5-4-5(b)(5) and designate it "Exhibit A." The public organic record should be the initial filing form (For example: Articles of Incorporation) for the domestic entity that will exist after these Articles of Conversion are filed.
- b. If, after the conversion becomes effective, the entity will become a foreign entity, please provide an address and e-mail address to which the Secretary of State may send any process served on the Secretary of State under Indiana Code 23-0.5-4-5(e).

Number and street

City

State

ZIP code

E-mail address

**ARTICLE IV - REGISTERED AGENT INFORMATION**

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to [INRIS.in.gov](http://INRIS.in.gov).

Provide either commercial registered agent or noncommercial registered agent information below:

<input type="checkbox"/> Commercial registered agent	Name of registered agent (Do not provide address.)
--	--

OR

<input checked="" type="checkbox"/> Noncommercial registered agent	Name of registered agent
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Mark Thacker

Address number and street (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)	City	State	ZIP code
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10755 Grindstone Drive

Fishers

IN

46037

(OPTIONAL) E-mail address of the registered agent at which the registered agent will accept electronic service of process

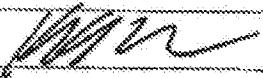
<input checked="" type="checkbox"/> By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Conversion has consented to the appointment of Registered Agent.
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Approved and Filed  
2011112800110/9165297  
Filing Date: 09/24/2021  
Effective: 09/24/2021 11:00 AM  
Hollie Sullivan  
Indiana Secretary of State

This conversion was approved in accordance Indiana Code 23-3.6.

In Witness Whereof, the undersigned duly authorized representative of the entity executes these Articles of Conversion and certifies, subject to penalties of perjury, that the statements contained herein are true, this 24 day of September, 2021.

Signature



Printed name	Title
Keith A. Bice	Legal Representative

Approved and Filed:  
201112800110/9168297  
Filing Date: 09/24/2021  
Effective :09/24/2021 11:00 AM  
Hollie Sullivan  
Indiana Secretary of State

EXHIBIT A

Articles of Organization of Sales Xceleration, LLC

31743802.3

**TRADEMARK  
REEL: 007508 FRAME: 0645**

**ARTICLES OF ORGANIZATION  
OF  
SALES XCELERATION, LLC**

Pursuant to the provisions of the Indiana Business Flexibility Act of 1993, as amended (the "Act"), the undersigned organizer hereby forms the limited liability company (the "Company") named below.

**ARTICLE I  
NAME**

The name of the limited liability company is Sales Xceleration, LLC.

**ARTICLE II  
REGISTERED AGENT**

The address of the registered office of the Company is 10755 Grindstone Drive, Fishers, Indiana 46037 and the name of the Registered Agent at that office is Mark Thacker.

**ARTICLE III  
PERIOD OF EXISTENCE**

The period of existence of the Company shall be perpetual until dissolved.

**ARTICLE IV  
MANAGEMENT**

The Company shall be managed by one or more Managers. The Managers shall have such powers, duties, and liabilities as provided in the Act and the Operating Agreement.

**ARTICLE V  
INDEMNIFICATION OF MEMBERS, MANAGERS, OFFICERS AND ORGANIZERS**

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana, the Company shall indemnify any member, manager, officer or organizer (any such member, manager, officer or organizer, who is a person, and any responsible officer, partner, shareholder, director or manager of such member, manager, officer or organizer which is an entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding because such individual is or was a member, manager, officer or organizer as a matter of right, against all liability incurred by such individual in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable expenses incurred by a member, manager, officer or organizer in connection with any such proceeding in advance of final disposition thereof if (i) the individual furnishes the Company a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the individual furnishes the

Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a member, manager, officer or organizer who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a member, manager, officer or organizer for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the member, manager, officer or organizer is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a member, manager, officer or organizer.

(c) Indemnification of an individual is permissible under this Article only if (i) such individual conducted himself or herself in good faith, (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct or recklessness, or any improperly obtained financial or other benefit to which the individual was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

(i) By a majority vote of the managers not parties to the proceeding;

(ii) If all of the managers are parties to the proceeding, then by a majority vote of the members not parties to the proceeding;

(iii) If all of the managers and all of the members are parties to the proceeding, then by a majority vote of the managers; or

(iv) By special legal counsel selected by the managers or members in the manner prescribed in subparagraph (d)(i), (d)(ii), or (d)(iii) above.

(e) A member, manager, officer or organizer of the Company who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the

proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a proceeding in which a member, manager, officer or organizer is wholly successful, on the merits or otherwise, that member, manager, officer or organizer is entitled to indemnification under this Article, in which case the court shall order the Company to pay the individual his or her reasonable expenses incurred to obtain such court ordered indemnification; or

(ii) The individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise, or be deemed exclusive of, any right under the law, by contract or otherwise, relating to indemnification or advancement of expenses to any individual who is or was a member, manager, officer or organizer of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to members or organizers to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation negligence, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursement or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(iii) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(v) The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

*[The remainder of this page was intentionally left blank.]*

Approved and Filed  
201112800110/8165237  
Filing Date: 09/24/2021  
Effective: 09/24/2021 11:00 AM  
Hollie Sullivan  
Indiana Secretary of State

IN WITNESS WHEREOF, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true, this September 24, 2021.

"ORGANIZER"



Keith A. Bies, Legal Representative

This instrument was prepared by Keith A. Bies, Attorney at Law, DENTONS BINGHAM GREENBAUM LLP, 2700 Market Tower, 10 W. Market Street, Indianapolis, Indiana 46204, (317) 686-5233

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RECORDED: 11/29/2021

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