

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/28/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Doxly, Inc.		12/28/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Freedom Solutions Group, L.L.C.
Street Address:	550 West Jackson Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5093002	DOXLY
Registration Number:	5170833	DOXLY

CORRESPONDENCE DATA

Fax Number:

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.

Email: ljewett@nixonpeabody.com
 Correspondent Name: Janet Garetto
 Address Line 1: 70 West Madison Street, Suite 5200
 Address Line 4: Chicago, ILLINOIS 60602

NAME OF SUBMITTER:	Janet Garetto
SIGNATURE:	/Janet M. Garetto/
DATE SIGNED:	04/25/2022

Total Attachments: 12

source=AGREEMENT AND PLAN OF MERGER#page1.tif
 source=AGREEMENT AND PLAN OF MERGER#page2.tif
 source=AGREEMENT AND PLAN OF MERGER#page3.tif
 source=AGREEMENT AND PLAN OF MERGER#page4.tif
 source=AGREEMENT AND PLAN OF MERGER#page5.tif

CH \$65.00 5093002

source=AGREEMENT AND PLAN OF MERGER#page6.tif
source=AGREEMENT AND PLAN OF MERGER#page7.tif
source=AGREEMENT AND PLAN OF MERGER#page8.tif
source=AGREEMENT AND PLAN OF MERGER#page9.tif
source=AGREEMENT AND PLAN OF MERGER#page10.tif
source=AGREEMENT AND PLAN OF MERGER#page11.tif
source=AGREEMENT AND PLAN OF MERGER#page12.tif

Form **LLC-37.25**
July 2018

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Articles of Merger

SUBMIT IN DUPLICATE
Type or print clearly.

Filing Fee: \$ 100
(Filing fee \$100 plus \$50 each entity more than two)

Approved: 

FILE # 00116262

This space for use by Secretary of State.

FILED

DEC 28 2021

JESSE WHITE
SECRETARY OF STATE

1. Names of the organizations proposing to merge:

Name of Entity	Form Type (Corporation, Limited Liability Company, Limited Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Freedom Solutions Group, L.L.C.</u>	<u>LLC</u>	<u>Illinois</u>	<u>05/02/1997</u>	<u>00116262</u>
<u>Doxly, Inc.</u>	<u>Corporation</u>	<u>Delaware</u>		

2. A copy of that portion of the plan as approved that contains the name and form of each constituent organization and the surviving organization must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Freedom Solutions Group, L.L.C.
b. File Number assigned by the Illinois Secretary of State (if any): 00116262
c. Jurisdiction: Illinois

4. The surviving organization: (Optional. Check one.)

- is a limited liability company created by this merger. Articles of Organization are included with this filing.
- is another organization type created by this merger. The organizational document is included with this filing.
- pre-exists this merger. Any amendment to the organizational document provided for in the plan of merger is included with this filing.

5. Effective date of the merger: (Check one.)

- The merger is effective upon filing with the Secretary of State.
- The surviving organization is an Illinois limited liability company created by the merger. If applicable, the Articles of Organization have a post-effective date: _____
Month, Day, Year
- The surviving organization is not a limited liability company. If applicable, its governing Statute allows and the plan provides for a post-effective date: _____
Month, Day, Year

...ing orga
... provides for ...st-af

LLC-37.25


6. If the surviving organization is a foreign organization not registered to do business in this state, the Secretary of State is its agent for service of process. Street and mailing addresses of the office to which a copy of any process against the company served on the Secretary of State may be mailed:

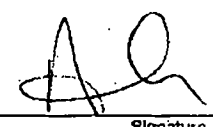
Number	Street	Suite (PO Box alone is not acceptable.)
City	State	ZIP

7. Additional information required to be included by the governing statutes of any of the parties to this merger:

8. The plan of merger has been approved by each constituent organization. Each constituent organization, in accordance with its governing statute, having the authority to sign hereto, affirms under penalty of perjury that these Articles of Merger are true, correct and complete.

Dated December 28, 2021
Month & Day Year

1. 
Signature
Milla Rahmani, Secretary
Name and Title (type or print)
Doxly, Inc.
Name of Entity

2. 
Signature
Avaneesh Marwaha, Manager
Name and Title (type or print)
Freedom Solutions Group, L.L.C.
Name of Entity

3. _____
Signature

Name and Title (type or print)

Name of Entity

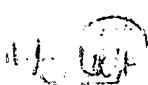
4. _____
Signature

Name and Title (type or print)

Name of Entity

8. The plan **If more space is needed, please attach additional sheets of this size.**

Signatures must be in black ink on an original document.



Merger Agreement

[See attached]

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Merger Agreement"), dated as of December 28, 2021, by and between Doxly, Inc., a Delaware corporation ("Doxly"), and Freedom Solutions Group, L.L.C., an Illinois limited liability company ("Freedom Solutions").

WHEREAS, the board of directors of Doxly and each of the sole member and the board of managers of Freedom Solutions have determined that it is advisable and in the best interests of each of Doxly and Freedom Solutions, respectively, that Doxly merge with and into Freedom Solutions upon the terms and subject to the conditions set forth in this Merger Agreement (the "Merger");

WHEREAS, pursuant to Section 264 of the General Corporation Law of the State of Delaware (the "DGCL"), the board of directors of Doxly have, by resolutions duly adopted, approved, consented to, and declared the advisability of the Merger and this Merger Agreement;

WHEREAS, pursuant to Sections 180/37-20 and 180/37-21 of the Limited Liability Company Act of the State of Illinois (the "ILLCA") and in accordance with the third amended and restated operating agreement of Freedom Solutions (the "Operating Agreement"), each of the sole member and the board of managers of Freedom Solutions has, by resolutions duly adopted, approved, consented to, and declared the advisability of the Merger and this Merger Agreement;

WHEREAS, immediately after the execution and delivery of this Merger Agreement by the parties hereto, the sole stockholder of Doxly will approve and adopt this Merger Agreement and approve the transactions contemplated hereby, including the Merger, by execution of an action by written consent in accordance with Sections 228 and 264 of the DGCL; and

WHEREAS, the parties intend that the Merger shall constitute a "liquidation" within the meaning of Section 332 and Section 337 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder and to adopt this Merger Agreement as a "plan of liquidation" within the meaning of Section 332 and Section 337 of the Code.

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

Merger. Subject to the terms and conditions set forth herein, and in accordance with Section 264 of the DGCL and Section 180/37-20 of the ILLCA, Doxly shall be merged with and into Freedom Solutions. Freedom Solutions shall be, and is herein referred to as, the "Surviving Entity". The Merger shall become effective at the time and on the date of filing of the Articles of Merger (the "Articles of Merger") relating to the Merger with the Office of the Secretary of State of the State of Illinois and a Certificate of Merger (the "Certificate of Merger") relating to the Merger with the Office of the Secretary of State of the State of Delaware or at such other time, if any, as shall be specified in such Articles of Merger and Certificate of Merger (the "Effective Time").

TRADEMARK

REEL: 007701 FRAME: 0783

2. Effect of Merger. At the Effective Time, Doxly shall be merged with and into Freedom Solutions and the separate existence of Doxly shall cease. The Merger shall have the effects set forth in Section 259 of the DGCL and Section 180/37-30 of the ILLCA. Without limiting the generality of the foregoing, from and after the Effective Time, the Surviving Entity shall possess all the property, rights, privileges, immunities, powers, purposes and franchises and be subject to all of the debts, liabilities, obligations, actions, proceedings, restrictions, disabilities and duties of Doxly and Freedom Solutions, all as provided under applicable law.

3. Articles of Organization and Operating Agreement. The Articles of Organization of Freedom Solutions and the Operating Agreement, each as in effect immediately prior to the Effective Time, shall continue to be the Articles of Organization and the Operating Agreement of the Surviving Entity.

4. Manager and Officers. The manager and officers of Freedom Solutions immediately prior to the Effective Time shall be the manager and officers of the Surviving Entity and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Organization and Operating Agreement of the Surviving Entity, or as otherwise provided by applicable law.

5. Conversion of Securities.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, each share of any class of capital stock of Doxly, issued and outstanding immediately prior to the Effective Time, shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

shall be

(b) At the Effective Time, the common interests of Freedom Solutions shall remain issued and outstanding, shall be unaffected by the Merger and shall represent the capital stock of the Surviving Entity.

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

7. Severability. If any term or other provision of this Merger Agreement is declared invalid, illegal or incapable of being enforced by a court of competent jurisdiction otherwise becomes invalid, illegal or unenforceable in any respect, in whole or in part, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. Notwithstanding the foregoing, if such provision (or portion thereof) could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be deemed to be so narrowly drawn, without invalidating any of the remaining provisions of this Merger Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

8. Entire Agreement. This Merger Agreement and any other instrument to be executed in connection herewith or submitted to governmental authorities in connection with the transactions contemplated by this Merger Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

9. Assignment. This Merger Agreement and the rights and obligations hereunder may not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto (which consent may be granted or withheld in the sole discretion of any such party), as the case may be, and any attempted assignment that is not in accordance with this Section 9 shall be null and void.

10. Amendment and Modification. This Merger Agreement may be amended or modified at any time by the parties hereto, but only pursuant to an instrument in writing signed by the parties in accordance with applicable provisions of Illinois law.

11. No Third-Party Beneficiaries. This Merger Agreement shall be binding upon and inure solely to the benefit of, and be enforceable by, only the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other entity or person any right, benefit or remedy of any nature whatsoever, under or by reason of this Merger Agreement.

12. Descriptive Headings; Construction. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Merger Agreement or in any way affect this Merger Agreement. Unless the context requires otherwise, (i) references to a "Section" refer to a Section of this Merger Agreement, (ii) the terms "hereof," "herein" and "hereunder" and words of similar import refer to this Merger Agreement as a whole and not to any particular provision of this Merger Agreement, (iii) the singular form of nouns, pronouns and verbs shall include the plural and vice versa, (iv) references to an entity or person are also to its successors and permitted assigns and (v) the terms

"in writing," "written communications," "written notice," and words of similar import shall be deemed satisfied under this Agreement by use of email and other forms of electronic communication or transmission.

13. Governing Law. This Merger Agreement shall be construed in accordance with and governed by the laws of the State of Illinois without regard to principles of conflict of laws.

14. Counterparts. This Merger Agreement may be executed in any number of counterparts, and delivered by facsimile, pdf or other similar electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective duly authorized persons as of the date first above written.

DOXLY, INC. DocuSigned by:

Milla Rahmani

5EB9900E05E9496...

By: _____

Name: Milla Rahmani

Title: Secretary

FREEDOM SOLUTIONS GROUP, L.L.C.

DocuSigned by:

Milla Rahmani

5EB9900E05E9496...

By: _____

Name: Milla Rahmani

Title: Secretary

[Signature Page to Agreement and Plan of Merger Between Doxly, Inc. and Freedom Solutions Group, L.L.C.]



Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DOXLY, INC.", A DELAWARE CORPORATION,

WITH AND INTO "FREEDOM SOLUTIONS GROUP, L.L.C." UNDER THE NAME OF "FREEDOM SOLUTIONS GROUP, L.L.C.", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2021, AT 10:27 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

6561204 8100M
SR# 20214231632

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202459958
Date: 01-22-22

TRADEMARK
REEL: 007701 FRAME: 0788

CERTIFICATE OF MERGER

OF

DOXLY, INC.

INTO

FREEDOM SOLUTIONS GROUP, L.L.C.

Pursuant to Section 264 of the General Corporation Law of the State of Delaware

FIRST: The name and jurisdiction of formation or organization and domicile of each of the constituent entities is: Freedom Solutions Group, L.L.C., which was formed as and is an Illinois limited liability company (the "LLC"), and Doxly, Inc., which was organized as and is a Delaware corporation (the "Corporation").

SECOND: The LLC and the Corporation have entered into an Agreement and Plan of Merger, dated as of December 28, 2021 (the "Merger Agreement"), providing for the merger of the Corporation with and into the LLC pursuant to Sections 251 and 264 of the General Corporation Law of the State of Delaware (the "DGCL"). The Merger Agreement has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Sections 103, 251 and 264 of the DGCL in the case of the Corporation.

THIRD: The LLC shall be the surviving entity of the merger.

FOURTH: The Merger Agreement is on file at the offices of the LLC at 550 West Jackson Boulevard, Suite 200, Chicago, IL 60661. A copy of the Merger Agreement will be furnished by the LLC, on request and without cost, to any member of the LLC or to any stockholder of the Corporation.

FIFTH: The LLC agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation or limited liability company of Delaware, as well as for enforcement of any obligation of the LLC arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the LLC at 550 West Jackson Boulevard, Suite 200, Chicago, IL 60661.

IN WITNESS WHEREOF, the LLC has caused this Certificate of Merger to be signed by its duly authorized officer in its corporate name as of December 28, 2021.

FREEDOM SOLUTIONS GROUP, L.L.C.

DocuSigned by:
Milla Rahmani
5EB9900E05E9496...

By: _____

Name: Milla Rahmani

Title: Secretary

[Signature Page to Certificate of Merger]

