

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723764

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Workshare Technology Inc.		12/28/2021	Corporation: CALIFORNIA

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:	4542062	
Registration Number:	3365516	WORKSHARE

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.

Phone: 312 977 4400
Email: ljewett@nixonpeabody.com
Correspondent Name: Janet Garetto of Nixon Peabody LLP
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: 9

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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)
Freedom Solutions Group, L.L.C.	LLC	Illinois	05/02/1997	00116262
Workshare Technology Inc.	Corporation	California		
<u>LC-37</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

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:

is _____

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:

With this document _____

Effective date of the merger (C) _____

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 Rahrnani, Secretary
 Name and Title (type or print)

6. Workshare Technology Inc.
 Name of Entity
 served

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

Effective date of the merger (C) _____

If more space is needed, please attach additional sheets of this size.

Signatures must be in black ink on an original document.

TRADEMARK

REEL: 007701 FRAME: 0890

3
to

10/1/80

Merger Agreement

[See attached]

2

10/1/80

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Merger Agreement"), dated as of December 28, 2021, by and between Workshare Technology Inc., a California corporation with California Secretary of State file number C2117334 ("Workshare Technology"), and Freedom Solutions Group, L.L.C., an Illinois limited liability company ("Freedom Solutions").

WHEREAS, each of the board of directors and sole stockholder of Workshare Technology 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 Workshare Technology and Freedom Solutions, respectively, that Workshare Technology 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 1113 of the California Corporations Code (the "CCC"), the board of directors of Workshare Technology have, by resolutions duly adopted, approved, consented to, and declared the advisability of the Merger and this Merger Agreement;

WHEREAS, pursuant to Section 1202(a) of the CCC, the sole stockholder of Workshare Technology has, 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; and group,

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. and sub

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:

1. Merger. Subject to the terms and conditions set forth herein, and in accordance with Section 1113 of the CCC and Section 180/37-20 of the ILLCA, Workshare Technology 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 California or at such

and sub

and sub

other time, if any, as shall be specified in such Articles of Merger and Certificate of Merger (the "Effective Time").

2. Effect of Merger. At the Effective Time, Workshare Technology shall be merged with and into Freedom Solutions and the separate existence of Workshare Technology shall cease. The Merger shall have the effects set forth in Sections 1107 and 1107.5 of the CCC 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 Workshare Technology 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 Workshare Technology, 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.

(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 Workshare Technology 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 Workshare Technology 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 Workshare Technology 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.

WORKSHARE TECHNOLOGY INC.

By: 

Name: Avaneesh Marwaha
Title: Chief Executive Officer

By: 

Name: Milla Rahmani
Title: Secretary

FREEDOM SOLUTIONS GROUP, L.L.C.

By: 

Name: Milla Rahmani
Title: Secretary

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