

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736620

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	03/09/2020
RESUBMIT DOCUMENT ID:	900687449

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NGHS MERGER SUB, INC.		03/09/2020	Corporation: DELAWARE

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
HCT2 CO.	03/09/2020	Corporation: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	NURSEGRID, INC.
Street Address:	500 11th Avenue North
Internal Address:	Suite 1000
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4938731	FOR NURSES, BY NURSES

CORRESPONDENCE DATA

Fax Number: 6157426293

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: 615-259-6126

Email: trademarks@bassberry.com

Correspondent Name: Marian Moore

Address Line 1: 150 3rd Ave. S.

Address Line 2: Suite 2800

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER: 052898.0000

NAME OF SUBMITTER: Marian Moore

SIGNATURE:	/Marian Moore/
DATE SIGNED:	06/23/2022
Total Attachments: 9 source=Notice of non-recordation#page1.tif source=Notice of non-recordation#page2.tif source=Notice of non-recordation#page3.tif source=Notice of non-recordation#page4.tif source=Notice of non-recordation#page5.tif source=Notice of non-recordation#page6.tif source=Notice of non-recordation#page7.tif source=Notice of non-recordation#page8.tif source=Notice of non-recordation#page9.tif	

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:

"NGHS MERGER SUB, INC.", A DELAWARE CORPORATION,
WITH AND INTO "HCT2 CO." UNDER THE NAME OF "NURSEGRID,
INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF
THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON
THE NINTH DAY OF MARCH, A.D. 2020, AT 6:49 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5923481 8100M
SR# 20202019448

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

Authentication: 202547957
Date: 03-09-20

TRADEMARK
REEL: 007742 FRAME: 0401

CERTIFICATE OF MERGER
OF
NGHS MERGER SUB, INC.
(a Delaware corporation)
with and into
HCT2 CO.
(a Delaware corporation)

Pursuant to Section 251 of the Delaware General Corporation Law.

The undersigned corporation does hereby certify that:

FIRST: The constituent corporations (the "Constituent Corporations") participating in the merger herein certified (the "Merger") are:

- (i) NGHS Merger Sub, Inc., a Delaware corporation (the "Disappearing Corporation"), and
- (ii) HcT2 Co., a Delaware corporation (the "Surviving Corporation").

SECOND: An Agreement and Plan of Merger, dated as of March 9, 2020, by and among HealthStream, Inc., a Tennessee corporation, the Disappearing Corporation, the Surviving Corporation and the Securityholder Representative named therein (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of subsection (c) of Section 251 of the Delaware General Corporation Law.

THIRD: The name of the surviving corporation in the Merger is HcT2 Co., which shall herewith be changed to NurseGrid, Inc., a Delaware corporation.

FOURTH: The Third Amended and Restated Certificate of Incorporation, as amended, of the Surviving Corporation shall be amended and restated in its entirety at the effective time of the Merger, as set forth in Exhibit A attached hereto.

FIFTH: The executed Merger Agreement is on file at an office of the Surviving Corporation, the address of which is as follows:

500 11th Avenue North, Suite 1000
Nashville, TN 37203

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request, and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: This Certificate of Merger shall become effective upon filing with the Secretary of State of the State of Delaware.

Signature page follows.

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Merger to be duly executed by its authorized officer.

Dated: March 9, 2020

HCT2 CO.

By: DocuSigned by:
Rob MacNaughton
CA54EBEA-8D45-46EF-AFB1-DF39AC8E834B

Name: Rob MacNaughton

Title: Chief Executive Officer

[Signature Page to Certificate of Merger]

Exhibit A

See attached.

**FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
NURSEGRID, INC.**

FIRST: The name of this corporation is NurseGrid, Inc. (the “**Corporation**”).

SECOND: The address of the Corporation’s registered office in the State of Delaware is 919 North Market Street, Suite 950, in the City of Wilmington, County of New Castle, Zip Code 19801. The name of its registered agent at such address is InCorp Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “**DGCL**”).

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 100, all of which shall be designated “Common Stock”, having a par value of \$0.0001 per share.

FIFTH: Subject to any additional vote required by this Fourth Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

SEVENTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

EIGHTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL or any other law of the State of Delaware is amended after adoption of this Article EIGHTH to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended. Any repeal or modification of the foregoing provisions of this Article EIGHTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

NINTH: The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may

hereafter be amended, any person (an “**Indemnified Person**”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Ninth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys’ fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Ninth or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Ninth is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys’ fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Ninth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, the Corporation's Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Ninth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Ninth.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Ninth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

TENTH: The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries or (ii) any holder of Common Stock who is not an employee of the Corporation (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

4836-6556-0244, v. 3