

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM788999

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/29/2019		
RESUBMIT DOCUMENT ID:	900737573		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crop Data Management Systems, Inc.		08/29/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crop Data Management Systems, Inc.		
Street Address:	1000 Alderman Drive		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85791031	VISION CDMS APPLIED INTELLIGENCE	
Serial Number:	85438132	GUIDE CDMS APPLIED INTELLIGENCE	
Serial Number:	77462459	ADVISOR CDMS APPLIED INTELLIGENCE	
Serial Number:	77462437	CDMS APPLIED INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(937)865-1951		
Email:	shireen.hebert@relx.com		
Correspondent Name:	Shireen J. Hebert		
Address Line 1:	9443 Springboro Pike		
Address Line 2:	(F5/S20)		
Address Line 4:	Miamisburg, OHIO 45342		
NAME OF SUBMITTER:	Shireen J. Hebert		
SIGNATURE:	/Shireen J. Hebert/		
DATE SIGNED:	02/23/2023		

Total Attachments: 7

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BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

1251988 (OUT)

Certified Copy

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Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

FILED VBO

Secretary of State
State of California

1pc MAY 07 2020

11/15/2019 14:29:46 PM

Work Order Number: W2019111501310 - 236254
Reference Number: 20190289020
Through Date: 11/15/2019 14:29:46 PM
Corporate Name: Crop Data Management Systems, Inc.

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20190126446	Articles of Merger - 08/29/2019	7



Certified By: Electronically Certified
Certificate Number: B20191115371298
You may verify this certificate
online at <http://www.nvsos.gov>

Respectfully,

BARBARA K. CEGAVSKE
Nevada Secretary of State

Filed in the Office of <i>Barbara K. Legault</i>	Business Number E1071052019-7
Secretary State Of Nevada	Filing Number 20190126446
	Filed On 08/29/2019 17:02:14 PM
	Number of Pages

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") between Crop Data Management Systems Inc. a California corporation ("CDMS California") formed on July 11, 1984, and Crop Data Management Systems, Inc. ("CDMS Nevada"), a Nevada corporation formed on August 21, 2019.

D1574538

WITNESSETH:

WHEREAS, CDMS California is a corporation organized under the laws of the State of California and has authorized capital stock consisting of 100,000,000 shares with \$0.10 par value common stock, of which 2,508,197 shares are issued and outstanding, and held by 20 shareholders of record;

WHEREAS, CDMS Nevada is a corporation organized and existing under the laws of the State of Nevada and has authorized capital stock consisting of 2,508,197 shares of common stock with \$0.10 par value, of which 2,508,197 shares are issued and outstanding, and held by 20 shareholders;

WHEREAS, the Boards of Directors of CDMS California and CDMS Nevada have determined that, for purposes of effecting a change of the Company's classification from a change of the jurisdiction in which the Company is organized from California to Nevada, it is advisable and in the best interests of CDMS California for CDMS California to merge with and into CDMS Nevada upon the terms and conditions set forth herein;

WHEREAS, the Board of Directors of CDMS Nevada has authorized and approved the merger of CDMS California with and into CDMS Nevada subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement and directed that it be executed by the undersigned officer and with the recommendation of the Board of Directors of CDMS Nevada submitted to the stockholders of CDMS Nevada for their approval; and

WHEREAS, it is the intention of CDMS California and CDMS Nevada that the merger be a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
THE MERGER**

Section 1.1. Merger of CDMS California into CDMS Nevada. At the Effective Time (as defined in Section 2.1), CDMS California shall merge with and into CDMS Nevada ("Merger") in accordance with the California Code, California Corporations Code, pursuant to Section 1108,

(the "**California Law**") and Title 7, Chapter 92A of the Nevada Revised Statutes of the State of Nevada (the "**Nevada Law**").

The separate existence of CDMS California shall thereupon cease and CDMS Nevada shall be the surviving corporation (hereinafter referred to as the "**Surviving Corporation**") and shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of CDMS California and CDMS Nevada (together referred to as the "**Constituent Corporations**"); and all the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations, on whatever account, as well as for stock subscriptions and all other things in action or belonging to the Constituent Corporation, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they had been of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of the State of Nevada, in either of such Constituent Corporation shall not revert or be in any way impaired by reason of the Nevada Law; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thereafter attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of CDMS California, the Manager of CDMS California and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to CDMS California. The requirements of any plans or agreements of CDMS California involving the issuance or purchase by CDMS California of certain membership interests shall be satisfied by the issuance or purchase of a like percentage of shares of the Surviving Corporation.

ARTICLE II. EFFECTIVE TIME; EFFECT OF MERGER

Section 2.1. Effective Time. The Merger shall become effective on the date the required merger documents are filed with the California Secretary of State or the date Articles of Merger are filed with the Secretary of State of the State of Nevada, whichever filing occurs last (the "**Effective Time**").

Section 2.2. Effects of the Merger. At the Effective Time, the Merger shall have the effects specified in the California Law, the Nevada Law and this Merger Agreement.

Section 2.3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and the Bylaws of CDMS Nevada, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation.

Section 2.4. Directors and Officers. At the Effective Time, the directors and the officers of CDMS California in office at the Effective Time shall retain their positions as the directors and officers of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and the Nevada law, until his or her successor is duly elected or appointed and shall qualify, or until his or her earlier death, incompetence or removal.

Section 2.5. Change of Name. At the Effective Time, the name set forth in Paragraph 1, Name of Corporation, of the CDMS Nevada's Articles of Incorporation, shall be the name of the Surviving Corporation.

ARTICLE III. CONVERSION AND EXCHANGE OF STOCK

Section 3.1. Conversion. At the Effective Time, each Shareholder Interest as a percentage of the total issued and outstanding Shareholder Interests immediately prior to the Effective Time shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into an equivalent percentage of a total of 2,508,197 shares of Nevada Common Stock as provided set forth in Exhibit A attached hereto.

Section 3.2. Exchange of Certificates. At the Effective Time, stock certificates representing Shareholder Interests will automatically represent an equivalent percentage of a total of 2,508,197 shares of Nevada Common Stock. At any time after the Effective Time, the holders of Shareholder Interests represented by certificates issued prior to the Effective Time, will be entitled, upon request, and surrender of such certificates, to the Surviving Corporation, to receive in exchange therefor a new stock certificate evidencing ownership of the number of shares of Nevada Common Stock determined in accordance with this Article III and set forth in Exhibit A attached hereto. If any new certificate is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate or other writing so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall pay to the Surviving Corporation or its transfer agent any transfer or other taxes required by reason of the issuance of a certificate representing shares of Nevada Common Stock in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or shall establish to the satisfaction of the transfer agent that such tax has been paid or is not payable.

ARTICLE IV. MISCELLANEOUS

Section 4.1. Amendment. This Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time with the mutual consent of the Board of Directors of CDMS California and the Board of Directors of CDMS Nevada to the full extent permitted under applicable law.

Section 4.2. Abandonment; Postponement. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of CDMS California or the Board of Directors of CDMS Nevada, or the consummation of the Merger may be postponed for a reasonable period of time, without any action of the Board of Directors of CDMS California or stockholders of CDMS Nevada, notwithstanding the approval of this Merger Agreement by the Board of Directors of CDMS California or Board of Directors of CDMS Nevada.

Section 4.3. Further Assurances. If at any time after the Effective Time of the Merger, the Surviving Corporation shall consider that any assignments, transfers, deeds or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to any property or rights of CDMS California, CDMS California and its Board of Directors shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and the officers and directors of the Surviving Corporation are fully authorized in the name of CDMS California or otherwise to take any and all such action.

Section 4.4. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

Section 4.5. Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of laws of such State.

Section 4.6. Agent for Service of Process. The Surviving Corporation appoints the California Secretary of State as its agent for service of process in a proceeding to enforce obligations of the corporation that merged into such entity, including any appraisal rights of its members. The Surviving Corporation agrees to pay to any CDMS California shareholders with appraisal rights the amount to which such shareholders are entitled.

Section 4.6. Notices. All communication hereunder shall be in writing and, sent by mail, or by facsimile.

If to CDMS California to:

Crop Data Management Systems, Inc.
376 E. Warm Springs Rd. Ste 220,
Las Vegas, Nevada 89119

If to CDMS Nevada to:

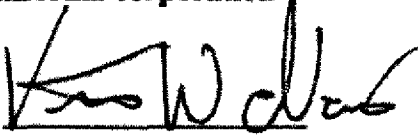
Crop Data Management Systems, Inc.
376 E. Warm Springs Rd. Ste 220,

Las Vegas, Nevada 89119

IN WITNESS WHEREOF, the parties to this Merger Agreement have executed this Merger Agreement on and as of the day first written above.

CDMS CALIFORNIA

**Crop Data Management Systems, Inc.,
a California corporation**

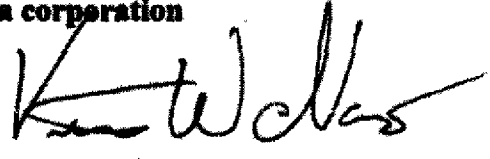
By: 

Name: Vincent W. Naso

Title: Chief Executive Officer

CDMS NEVADA

**Crop Data Management
Systems, Inc.
a Nevada corporation**

By: */s/* 

Name: Vincent W. Naso

Title: Chief Executive
Officer



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-6708
 Website: www.nvsos.gov
 www.nvsilverflume.gov

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E1071052019-7
Secretary State Of Nevada	Filing Number 20190126446
	Filed On 08/29/2019 17:02:14 PM
	Number of Pages

ABOVE SPACE IS FOR OFFICE USE ONLY

01574538

Name - Reservation, Consent or Release

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT - SUBMIT THE FILING WITH A CUSTOMER ORDER INSTRUCTION FORM AND PAYMENT

Name Reservation

This filing is used to Reserve an entity name to be used at a later date when filing formation or amendment documents, the name will be reserved for 90 days.

I, _____, hereby request the following name to be reserved for the period of 90 days:

Holder of the Reservation:

(Do not include a corporate ending)

Name _____ Country _____
 Address _____ City _____ State _____ Zip/Postal Code _____

The above reservation must be accompanied by a \$25.00 filing fee. An additional \$25.00 required if requesting 24 hour expedited service.

Name Consent or **Name Reservation Release**

Consent to allow another party to use an entity name already on file with the Secretary of State. Release the name Reservation to another party for use in filing formation or amendment documents. *Note: If submitting a Name Release or Name Consent the form will need to be notarized.*

I, Vincent Naso, hereby give consent/release for the

The person who is the current holder of the entity name

entity name of Crop Data Management Systems, Inc. to

Entity name having consent or being released

Vincent Naso for use.

The person the name is being released to

Signed: X *Vincent Naso* (document must be signed before a notary public)
 Signature of current holder of name

State of Nevada

County of Clark

This document was acknowledged before me on 08/16/2019 by Vincent NASO
 date name of person being notarized

Susan Weber
 Signature of notary public

