

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810350

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/06/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delta Sigma Theta Sorority, Incorporated		06/25/2021	Non-Profit Corporation: D.C.

RECEIVING PARTY DATA

Name:	Grand Chapter of the Delta Sigma Theta Sorority, Incorporated
Street Address:	1707 New Hampshire Avenue N.W.
City:	Washington
State/Country:	D.C.
Postal Code:	20009
Entity Type:	Non-Profit Corporation: D.C.

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	97153450	PASSPORT TO AFRICA
Serial Number:	88681080	
Serial Number:	88681084	
Serial Number:	88681074	DELTA RED PAGES BUSINESS DIRECTORY
Serial Number:	88681069	DELTA RED PAGES
Serial Number:	87796270	
Serial Number:	86474505	
Serial Number:	86473708	
Serial Number:	85664328	DELTA SIGMA THETA A SISTERHOOD CALLED TO
Serial Number:	85663090	DELTA SIGMA THETA 100 YEARS 1913-2013
Serial Number:	77482682	
Serial Number:	77397889	THE TOTAL WOMAN: MIND BODY & SPIRIT
Serial Number:	77379715	DELTA GEMS
Serial Number:	77379668	· DELTA GEMS GROWING & EMPOWERING MYSELF
Serial Number:	77157144	
Serial Number:	77055201	FINANCIAL FORTITUDE FOR THE TOTAL WOMAN
Serial Number:	77054242	FINANCIAL FORTITUDE FOR THE TOTAL WOMAN
Serial Number:	77046426	DELTA SIGMA THETA

OP \$565.00 97153450

Property Type	Number	Word Mark
Serial Number:	77043355	FINANCIAL FORTITUDE
Serial Number:	75316667	
Serial Number:	75316665	DELTA SIGMA THETA SORORITY, INC.
Serial Number:	75316651	AEO

CORRESPONDENCE DATA

Fax Number: 2125939175
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: 2129800120
Email: pto@fkks.com
Correspondent Name: Kimberly Maynard
Address Line 1: 28 Liberty Street
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	027228-0400
NAME OF SUBMITTER:	Kimberly Maynard
SIGNATURE:	/Kimberly Maynard/
DATE SIGNED:	05/15/2023

Total Attachments: 12

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DELTA SIGMA THETA SORORITY, INCORPORATED

A Service Sorority Founded in 1913

1707 New Hampshire Avenue N.W., Washington, DC 20009 | (202) 986-2400 | Telefax (202) 986-2513

July 6, 2021

SENT VIA EMAIL & UNITED STATES POSTAL MAIL

Department of Consumer and Regulatory Affairs
Corporations Division
PO Box 92300
Washington, DC 20090

Re: Merger of Delta Sigma Theta Sorority, Incorporated into the Grand Chapter of the Delta Sigma Theta Sorority, Incorporated

To Whom It May Concern:

I am the Director of Legal Affairs of Delta Sigma Theta Sorority, Incorporated (the "Company") and am working with Rebecca Janovich to facilitate the filing of the enclosed merger documents.

Ms. Janovich is processing the materials on the Company's behalf, however, we wanted to submit this cover letter and the following enclosed documents for the official record and files:

1. Statement or Plan of Merger Domestic Filing Entity GN-7 – ***to be disregarded in favor of the Articles provided by the Company;***
2. Executed Articles of Merger of Delta Sigma Theta Sorority, Incorporated with and into the Grand Chapter of the Delta Sigma Theta Sorority, Incorporated; and
3. Executed Agreement and Plan of Merger.

Thank you for time and assistance.

Sincerely,

Tameka N. Simmons, Esq.

Director of Legal Affairs

**ARTICLES OF MERGER OF
DELTA SIGMA THETA SORORITY, INCORPORATED
WITH AND INTO
GRAND CHAPTER OF THE DELTA SIGMA THETA
SORORITY, INCORPORATED**

June 25, 2021

TO: Department of Consumer and Regulatory Affairs
Washington, D.C.

Pursuant to the provisions of the District of Columbia Nonprofit Corporation Act (the "Act"), the undersigned corporations adopt the following Articles of Merger for the purpose of merging into one of such corporations:

FIRST: The name of each corporation that is party to the merger is the Grand Chapter of the Delta Sigma Theta Sorority, Incorporated, a District of Columbia nonprofit corporation (the "Grand Chapter"), and Delta Sigma Theta Sorority, Incorporated, a District of Columbia nonprofit corporation ("Founding Chapter"), with its principal place of business in the District of Columbia.

SECOND: The Grand Chapter of the Delta Sigma Theta Sorority, Incorporated shall be the name of the surviving corporation. The surviving corporation shall be a District of Columbia nonprofit corporation with its principal place of business in the District of Columbia.

THIRD: As to each of the undersigned corporations and in accordance with the Act, the accompanying Agreement and Plan of Merger (the "Plan of Merger") was adopted in the following manner:

A. The Plan of Merger was adopted at a meeting of the Board of Directors of The Grand Chapter duly called and held on April 30, 2021, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

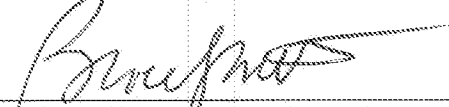
B. The Plan of Merger was adopted at a meeting of the Board of Directors of the Founding Chapter duly called and held on April 30, 2021, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

FOURTH: These Articles of Merger shall take effect upon their acceptance for filing by the District of Columbia Department of Consumer and Regulatory Affairs.

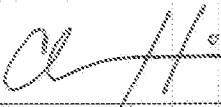
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, these articles are signed as of the date first written above.

**GRAND CHAPTER OF THE DELTA SIGMA
THETA SORORITY, INCORPORATED**

By: 
Beverly E. Smith, National Executive President

**DELTA SIGMA THETA SORORITY,
INCORPORATED**

By: 
Cheryl A. Hickmon, National First Vice President

By: 
Thelma T. Daley, Past National President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is hereby made and entered into as of June 25, 2021, by and between the GRAND CHAPTER OF the DELTA SIGMA THETA SORORITY, INCORPORATED, a District of Columbia nonprofit corporation initially formed in 1930 (the "Grand Chapter" or the "Survivor"), on the one hand, and DELTA SIGMA THETA SORORITY, INCORPORATED, a District of Columbia nonprofit corporation initially formed in 1913 under the name "Delta Sigma Theta Sorority" (the "Founding Chapter"), on the other hand, as follows:

WITNESSETH;

WHEREAS, Section One of Article VII of the Constitution of Delta Sigma Theta Sorority provides that the Sorority shall exist as an incorporated body in order that it may avail itself of, and have the advantages emanating from corporate existence;

WHEREAS, the Grand Chapter has been designated as the entity to serve as the corporate body representing the Delta Sigma Theta Sorority for all purposes;

WHEREAS, the Founding Chapter represents the first and founding chapter of Delta Sigma Theta Sorority, and has been separately incorporated under the laws of the District of Columbia;

WHEREAS, the Grand Chapter desires to acquire the assets and to assume all of the liabilities and obligations of the Founding Chapter by means of a merger of the Founding Chapter with and into the Grand Chapter pursuant to District of Columbia law such that, after giving effect thereto, the Grand Chapter shall be the surviving entity (the "Merger");

WHEREAS, the governing Board of Directors of the Grand Chapter has adopted resolutions declaring the Merger advisable and approving the Merger; and

WHEREAS, the governing Board of Directors of the Founding Chapter has adopted resolutions declaring the Merger advisable and approving the Merger;

NOW, THEREFORE, in consideration of the foregoing premises and the representations, promises, covenants, obligations, and other good and valuable consideration contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and the parties desiring to be legally bound thereby, the parties hereby designate this Agreement as the "plan of merger" for the Merger within the meaning of Section 29-409.02(a) and (d) of the District of Columbia Nonprofit Corporation Act of 2010, Subchapter IX of Chapter 4 of Title 29 of the District of Columbia Official Code of Laws (the "DCNCA") and otherwise agree as follows:

ARTICLE 1 DEFINED TERMS

All capitalized terms used in this Agreement will have the respective meanings assigned to such terms under Article 7 hereof.

ARTICLE 2 THE MERGER

2.1 Articles of Merger; Survivor; Governing Instruments; Corporate Name.

(a) Pursuant to the terms and subject to the conditions of this Agreement, the consummation of the transactions contemplated by the Merger and this Agreement (the "Closing") shall take place on such date on or before December 31, 2021 as is mutually agreed by the parties. At the Closing, the Grand Chapter and the Founding Chapter shall file articles of merger conforming to the requirements of Section 29-409.06 of the DCNCA, substantially in the form of Exhibit A attached hereto (the "Articles of Merger"), with the Department of Consumer and Regulatory Affairs of the District of Columbia (the "DCRA"), and shall make all other filings or recordings required by the DCNCA in connection with the Merger. The Merger shall become effective upon the acceptance of the filing of the Articles of Merger by the DCRA (the "Effective Time"). The date on which the Effective Time occurs shall hereinafter be referred to as the "Closing Date."

(b) As of the Effective Time, the Founding Chapter shall be merged with and into the Grand Chapter, whereupon the separate existence of the Founding Chapter shall cease, and the existence of the Grand Chapter shall continue as the "survivor" of the Merger within the meaning of Section 29-409.01(a)(5) of the DCNCA and in accordance with Section 29-409.07(a)(1) and (2) of the DCNCA.

(c) The Restated Articles of Incorporation, Constitution and Bylaws of the Grand Chapter in effect as of the Effective Time shall constitute the Restated Articles of Incorporation, Constitution and Bylaws of the Founding Chapter for all purposes in accordance with their respective terms and applicable law.

(d) The corporate name of the Grand Chapter, the "Grand Chapter of the Delta Sigma Theta Sorority, Incorporated," shall be and remain the corporate name of the Survivor.

2.2 Transfer, Conveyance and Assumption.

(a) As of the Effective Time, the Grand Chapter shall continue in existence as the Survivor of the Merger and, without further transfer, succeed to and possess all of the rights, privileges and powers of the Founding Chapter, and all of the assets and property of whatever kind and character owned by the Founding Chapter as well as every contract and other right possessed by the Founding Chapter shall be vested in the Grand Chapter without further act or deed and without reversion or impairment in accordance with Section 29-409.07(a)(3) of the DCNCA. Thereafter, all of the binding and enforceable liabilities and obligations of the Founding Chapter shall be vested in the Grand Chapter as the Survivor of the Merger in accordance with Section 29-409.07(a)(4) of the DCNCA. The Founding Chapter shall cause to be executed any such change of title or other documents as may be necessary or appropriate to confirm or ratify the transfer of ownership of the Founding Chapter's assets to the Grand Chapter. The parties intend that after the Merger, such property shall be owned and utilized solely by the Grand Chapter and that the Founding Chapter shall cause to be executed any deeds

or other documents as may be required to confirm or ratify the transfer of fee simple ownership to the Grand Chapter.

(b) If at any time the Grand Chapter shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Grand Chapter the title to any right of the Founding Chapter, or otherwise to carry out the provisions hereof or transactions contemplated hereunder, the last acting officers or authorized persons of the Founding Chapter as of the Effective Time or the appropriate officers of the Grand Chapter shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such right in the Grand Chapter, and otherwise to carry out the provisions hereof and transactions contemplated hereunder.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE FOUNDING CHAPTER

As of the date hereof, the Founding Chapter represents and warrants to the Grand Chapter as follows:

3.1 Existence. the Founding Chapter is a nonprofit corporation validly existing and in good standing under the laws of the District of Columbia; and has the power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereunder.

3.2 Authorization; Validity. the Founding Chapter's execution and delivery of this Agreement and the other agreements contemplated hereunder have been duly approved by its governing Board of Directors. This Agreement is a valid and binding agreement of the Founding Chapter, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights and general equitable principles.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF GRAND CHAPTER

As of the date hereof, the Grand Chapter represents and warrants to the Founding Chapter as follows:

4.1 Existence. The Grand Chapter is a nonprofit corporation validly existing and in good standing under the laws of the District of Columbia; has been recognized by the IRS as an organization exempt from federal income tax under Section 501(a) of the Code as an organization described in Section 501(c)(7) of the Code; and has full power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereunder.

4.2 Authorization and Validity. The Grand Chapter's execution and delivery of this Agreement and the other agreements contemplated hereunder have been duly approved by its governing Board of Directors, and this Agreement is a valid and binding agreement of the Grand Chapter, enforceable in accordance with its terms, except as may be limited by

bankruptcy, insolvency, reorganization, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights and general equitable principles.

ARTICLE 5 TERMINATION

5.1 This Agreement may be terminated as set forth below by either the Grand Chapter or the Founding Chapter upon the occurrence of any of the following prior to the Closing:

- (a) the written consent of both parties; or
- (b) if the Closing shall not have occurred by December 31, 2021.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 Non-Survival of Representations, Warranties and Agreements; Non-Recourse. Neither party has relied, in connection with this Agreement and the transactions contemplated thereby, upon any representations or warranties of any Person other than the representations and warranties of the parties hereto expressly set forth in this Agreement. The representations and warranties and pre-Closing covenants in this Agreement shall not survive, and instead shall terminate and be of no further force or effect upon, the Closing. All of the covenants and other agreements in this Agreement or in any instrument delivered pursuant to this Agreement to be performed after the Closing shall survive the Closing until fully performed. The provisions of this ARTICLE 6 shall survive the Closing indefinitely. The obligations of each of the parties under this Agreement shall be without recourse to any of their respective directors, officers, members, employees or agents.

6.2 Cooperation Following the Closing. Following the Closing, each party shall deliver to the other party such further information and documents and shall execute and deliver to the other party such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other party the benefits hereof.

6.3 Notices. All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement (including Notices of Termination) shall be in writing and shall be deemed delivered (a) on the date of delivery when (i) delivered by hand or (ii) sent by reputable overnight courier maintaining records of receipt and (b) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours with confirmation of transmission by the transmitting equipment. All such communications shall be addressed to the parties at the addresses delivered by each party to the other party as of the date hereof.

6.4 Amendments. Amendments to this Agreement shall be made by mutual consent of the parties, by the issuance of a mutually agreed upon written instrument, signed and dated by authorized officials of both the parties prior to any changes being performed.

6.5 Waiver. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on

behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty.

6.6 Assignment. Neither party may assign or transfer any rights or obligations in this Agreement except with the prior written consent of the other party. Any attempted assignment or delegation in violation of this Section 6.6 shall be void.

6.7 Governing Law. This Agreement shall be governed by the Laws of the District of Columbia, excluding any conflicts or choice of Law rules or principles that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

6.8 Severability. If any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not, subject to the discretion of such court, be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision shall be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with applicable Law and public policy.

6.9 Entire Agreement. This Agreement, together with any Schedules and Exhibits attached hereto and contemplated hereby, and the other Transaction Documents constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all oral communications and prior writings with respect thereto.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute together the same document. Faxed or scanned and emailed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

ARTICLE 7 DEFINITIONS

7.1 Certain Definitions. The following terms, as used herein, have the meanings set forth below:

“Agreement” has the meaning set forth in the preamble.

“Closing” has the meaning set forth in Section 2.1.

“Closing Date” has the meaning set forth in Section 2.1.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Effective Time” has the meaning set forth in Section 2.1

“Founding Chapter” has the meaning set forth in the preamble.

“Grand Chapter” has the meaning set forth in the preamble.

“IRS” means the Internal Revenue Service or any successor.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, trust, Governmental Entity, unincorporated organization, association or other organization or entity.

“Transaction Documents” means this Agreement and any other documents required to be delivered as a condition to Closing or otherwise in connection with the transactions contemplated hereby or thereby.

7.2 Interpretation. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” A reference in this Agreement to an Article, Section, Exhibit or Schedule is to the referenced Article, Section, Exhibit or Schedule of this Agreement. All Schedules and Exhibits referenced in this Agreement are incorporated by this reference as if fully set forth in this Agreement, and all references to this Agreement shall be deemed to include all such Schedules and Exhibits. The wording of this Agreement shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against either party. Unless expressly provided otherwise, all dollar figures in this Agreement are in the currency of the United States of America.


[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

GRAND CHAPTER OF THE DELTA SIGMA THETA
SORORITY, INCORPORATED

By: 
Beverly E. Smith, National Executive President

DELTA SIGMA THETA SORORITY, INCORPORATED

By: 
Cheryl A. Hickmon, National First Vice President

By: 
Thelma T. Daley, Past National President

EXHIBIT A

ARTICLES OF MERGER OF
DELTA SIGMA THETA SORORITY, INCORPORATED
WITH AND INTO
GRAND CHAPTER OF THE DELTA SIGMA THETA
SORORITY, INCORPORATED

June __, 2021

TO: Department of Consumer and Regulatory Affairs
Washington, D.C.

Pursuant to the provisions of the District of Columbia Nonprofit Corporation Act (the "Act"), the undersigned corporations adopt the following Articles of Merger for the purpose of merging into one of such corporations:

FIRST: The name of each corporation that is party to the merger is the Grand Chapter of the Delta Sigma Theta Sorority, Incorporated, a District of Columbia nonprofit corporation (the "Grand Chapter"), and Delta Sigma Theta Sorority, Incorporated, a District of Columbia nonprofit corporation ("Founding Chapter"), with its principal place of business in the District of Columbia.

SECOND: The Grand Chapter of the Delta Sigma Theta Sorority, Incorporated shall be the name of the surviving corporation. The surviving corporation shall be a District of Columbia nonprofit corporation with its principal place of business in the District of Columbia.

THIRD: As to each of the undersigned corporations and in accordance with the Act, the accompanying Agreement and Plan of Merger (the "Plan of Merger") was adopted in the following manner:

A. The Plan of Merger was adopted at a meeting of the Board of Directors of The Grand Chapter duly called and held on April 30, 2021, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

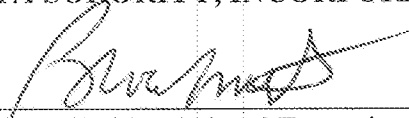
B. The Plan of Merger was adopted at a meeting of the Board of Directors of the Founding Chapter duly called and held on April 30, 2021, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

FOURTH: These Articles of Merger shall take effect upon their acceptance for filing by the District of Columbia Department of Consumer and Regulatory Affairs.

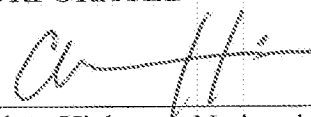
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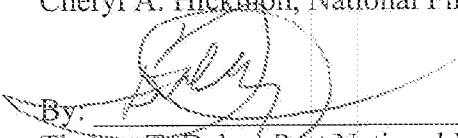
IN WITNESS WHEREOF, these articles are signed as of the date first written above.

**GRAND CHAPTER OF THE DELTA SIGMA
THETA SORORITY, INCORPORATED**

By: 
Beverly E. Smith, National Executive President

**DELTA SIGMA THETA SORORITY,
INCORPORATED**

By: 
Cheryl A. Hickmon, National First Vice President

By: 
Thelma T. Daley, Past National President