

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM843104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/17/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPSWAT Inc.		03/17/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OPSWAT Inc.		
Street Address:	5411 Skycenter Dr., Suite 900		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5172448	METADEFENDER	
Registration Number:	6046556	METADEFENDER	
Registration Number:	5699396	METADEFENDER VAULT	
Registration Number:	4417238	OPSWAT	
Registration Number:	5524974	OPSWAT	
Registration Number:	6046557	OPSWAT	
Registration Number:	3591131	METASCAN	
Registration Number:	6234860	METASCAN	
Registration Number:	5488254	METAACCESS	
Registration Number:	6047615	TRUST NO FILE.	
Registration Number:	5657709		
Registration Number:	6420717	TRUST NO FILE. TRUST NO DEVICE.	
Registration Number:	5804007	SAFE CONNECT	
CORRESPONDENCE DATA			
Fax Number:	8584083570		
<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:	8584811883		

OP \$340.00 5172448

Email: heather@mlo-ip.com
Correspondent Name: HEATHER SLOTNICK
Address Line 1: MLO
Address Line 2: 888 PROSPECT STREET, SUITE 200
Address Line 4: LA JOLLA, CALIFORNIA 92037

NAME OF SUBMITTER: Nicole C. Oden

SIGNATURE: /Nicole C. Oden/

DATE SIGNED: 10/01/2023

Total Attachments: 8

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of March 17, 2021 (this “**Agreement**”), between OPSWAT Inc., a Delaware corporation (the “**Corporation**”), and OPSWAT Inc., a California corporation (the “**CA Corporation**”).

WITNESSETH:

WHEREAS, the respective Boards of Directors of the CA Corporation and the Corporation have each approved and adopted this Agreement and the transactions contemplated by this Agreement, including without limitation, the merger of the CA Corporation with and into the Corporation (the “**Merger**”) in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders;

WHEREAS, Section 1108 of the California Corporations Code (the “**CA Code**”), and Section 252 of the General Corporation Law of the State of Delaware, 8 Del.C. §101, et seq. (the “**DGCL**”), authorize the merger of a California corporation with and into a Delaware corporation;

WHEREAS, the Corporation and the CA Corporation now desire to merge (the “**Merger**”), following which the Corporation shall be the surviving entity;

WHEREAS, the stockholders of the CA Corporation have approved this Agreement and the consummation of the Merger; and

WHEREAS, the Merger is intended to qualify as a tax-deferred reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and that this Agreement constitute a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-1(c), 1.368-2(g) and 1.368-3.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) The Corporation, which shall be the surviving entity, shall be merged with the CA Corporation and shall file a certificate of merger (the “**Certificate of Merger**”) with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the “**Effective Time**”).

(b) At the Effective Time, the CA Corporation shall be merged with and into the Corporation, whereupon the separate existence of the CA Corporation shall cease, and the Corporation shall be the surviving entity of the Merger (the “**Surviving Corporation**”) in accordance with Section 1108 of the CA Code and Section 252 of the DGCL.

SECTION 1.02. Cancellation and Conversion into Common Stock. At the Effective Time, One Hundred Percent (100%) of the outstanding voting and non-voting common stock of the CA Corporation (collectively, the “**CA Corp Common Stock**”) outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holders thereof, be canceled. The holders of the CA Corp Common Stock at the Effective Time shall be issued shares of common stock in the Surviving Corporation as set forth on Schedules A and B hereto.

SECTION 1.03. Conversion of Options. At the Effective Time, each option to purchase shares of capital stock of the CA Corporation outstanding immediately prior to the Effective Time as set forth on Schedule B hereto (collectively, the “Options”) shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into an option to purchase shares of capital stock of the Surviving Corporation.

SECTION 1.04. No Other Securities. Other than the CA Corp Common Stock and the Options, there are no outstanding shares of capital stock, or securities convertible, exchangeable, or exercisable thereof, of the CA Corporation.

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.01. Certificate of Incorporation and Name. The certificate of incorporation of the Corporation, as in effect at the Effective Time (the “**Certificate of Incorporation**”), shall be the certificate of incorporation of the Surviving Corporation unless and until amended in accordance with its terms and applicable law. The name of the Surviving Corporation shall be OPSWAT Inc.

SECTION 2.02. By-Laws. The by-laws of the Corporation, as in effect immediately prior to the Effective Time (the “**By-laws**”), shall be the by-laws of the Surviving Corporation from and after the Effective Time, except as may thereafter be altered, amended or repealed.

ARTICLE III

BOARD OF DIRECTORS AND OFFICERS

SECTION 3.01. Directors. From and after the Effective Time of the Merger, the directors of the Surviving Corporation, who shall hold office until their successors are elected and qualified in accordance with the By-laws of the Surviving Corporation, shall be the same as the directors of the Corporation immediately prior to the Effective Time of the Merger.

SECTION 3.02. Officers. From and after the Effective Time of the Merger, the officers of the Surviving Corporation, who shall hold office until their successors are elected and qualified in accordance with the by-laws of the Surviving Corporation, shall be the same as the officers of the Corporation immediately prior to the Effective Time of the Merger.

ARTICLE IV

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 4.01. Transfer, Conveyance and Assumption. At the Effective Time, the Corporation shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of the CA Corporation, and all of the assets and property of whatever kind and character of the CA Corporation shall vest in the Corporation without further act or deed. Thereafter, the Corporation, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the CA Corporation, and any claim or judgment against the CA Corporation may be enforced against the Corporation, as the Surviving Corporation, in accordance with Section 1108 of the CA Code and Section 252 of the DGCL. In furtherance of the foregoing, the Surviving Corporation hereby assumes and accepts all rights, obligations and liabilities under the Options.

SECTION 4.02. Further Assurances. If at any time the Corporation 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 Surviving Corporation the title to any property or right of the CA Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the CA Corporation as of the Effective Time 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 property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE V

TERMINATION

SECTION 5.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of the CA Corporation and the Corporation; or
- (ii) by either the CA Corporation or the Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Corporation or the CA Corporation from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 5.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Survival of Representations and Warranties. The representations and warranties and agreements contained in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement.

SECTION 6.02. Amendments, No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the CA Corporation and by the Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.03. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Corporation and the CA Corporation, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Corporation and the CA Corporation with respect to the subject matter hereof.

SECTION 6.04. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.05. Governing Law. This Agreement shall be governed by and construed in accordance the laws of the State of Delaware, without regard to principles of conflict of laws.

SECTION 6.06. Counterparts, Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

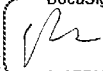
SECTION 6.07 Tax Treatment. The parties agree to treat the Merger at as a tax-deferred reorganization pursuant to Section 368(a)(1)(F) of the Code, and to treat this Agreement as a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-1(c),

1.368-2(g) and 1.368-3 unless otherwise required by applicable law. Further, the parties agree to report the transactions on all tax returns consistent with such treatment (including the filing of the appropriate Section 368 information statements that may be required to be filed, if any).

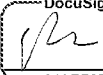
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

OPSWAT INC.,
a California Corporation

DocuSigned by:

By: _____
Name: Benjamin Czarny
Title: Chief Executive Officer

OPSWAT INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: Benjamin Czarny
Title: Chief Executive Officer

SCHEDULE A

<u>Holder of CA Corp Class A Voting Common Stock</u>	<u>Number of Shares of Voting Common Stock</u>

SCHEDULE B

<u>Holder of CA Corp Class B Non-Voting Common Stock</u>	<u>Number of Shares of Non-Voting Common Stock</u>