

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI25063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revenue Advantage, Inc.		12/31/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	RevSpring, Inc.		
Street Address:	38705 Seven Mile Road		
Internal Address:	Suite 450		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3211342	COURTESY CALLER	
Registration Number:	3211343	REVENUE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	45351-13		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	Carrie Rosenburg		
DATE SIGNED:	02/13/2024		
Total Attachments: 7			

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UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

CERTIFICATE OF MERGER

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the below listed "Merging Entity/Entities" into:

REVSPRING, INC.

DELAWARE PROFIT CORPORATION

UBI: 603 205 670

Effective Date: 12/31/2019

Filing Date: 12/31/2019

Merging Entities:

602 751 734

REVENUE ADVANTAGE, INC., WA PROFIT CORPORATION



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 12/31/2019

TRADEMARK

REEL: 008344 FRAME: 0389

**ARTICLES OF MERGER
OF
REVENUE ADVANTAGE, INC.,
a Washington corporation
WITH AND INTO
REVSPRING, INC.,
a Delaware corporation
December 31, 2019**

Pursuant to RCW 23B.11.050 of the Washington Business Corporation Act (the "WBCA"), RevSpring, Inc., a Delaware corporation (the "Corporation"), as the corporation surviving the merger, hereby certifies as follows:

FIRST: The name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Revenue Advantage, Inc.	Washington
RevSpring, Inc.	Delaware

SECOND: The merger is permitted by the laws of the State of Delaware, under whose laws the Corporation is incorporated, and the Corporation has complied with such laws in effecting this merger.

THIRD: The Plan of Merger was approved by the directors of Revenue Advantage, Inc., a Washington corporation ("Revenue"), and the directors of the Corporation in accordance with RCW 23B.11.010.

FOURTH: The Plan of Merger was approved by the sole shareholder of Revenue pursuant to RCW 23B.11.030.

FIFTH: The Plan of Merger was approved by the sole shareholder of the Corporation pursuant to RCW 23B.11.030.

SIXTH: The Corporation is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation party to the merger.

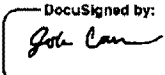
SEVENTH: The Corporation agrees to promptly pay to the dissenting shareholders of each domestic corporation party to the merger the amount, if any, to which they are entitled under Chapter 23B.13 of the Washington Business Corporation Act.

EIGHTH: This merger shall become effective at 11:59 P.M. prevailing Pacific Time on December 31, 2019.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, these Articles of Merger have been executed as of the date first written above.

REVSPRING, INC.

By:  _____
Name: John Carson
Title: Chief Financial Officer

[Signature Page To Articles Of Merger]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of December 31, 2019 (the "Merger Agreement"), is made by and between RevSpring, Inc., a Delaware corporation (the "Corporation"), and Revenue Advantage, Inc., a Washington corporation (the "Merging Entity").

WITNESSETH:

WHEREAS, the Merging Entity desire to merge with and into the Corporation;

WHEREAS, the Corporation desires to merge the Merging Entity with and into itself;

WHEREAS, the Washington Business Corporation Act (the "WA Act") permits a corporation organized and existing under the WA Act to merger with and into a foreign entity;

WHEREAS, the board of directors and sole stockholder of the Corporation and the board of directors and sole stockholder of the Merging Entity deem it advisable that the Merging Entity merge with and into the Corporation and that the Corporation continue as the surviving business entity, upon the terms set forth herein and in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the WA Act (the "Merger"), and that the outstanding common shares of the Merging Entity be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the board of directors and sole stockholder of the Corporation and the board of directors and sole stockholder of the Merging Entity, have, by resolutions duly approved and adopted the provisions of this Merger Agreement, as the plan of merger required by Section 251 of the DGCL and Section RCW 23B.11.030 of the WA Act.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Effect of the Merger; Manner and Basis of Converting and Canceling Shares

Section 1.1. At the Effective Time (as hereinafter defined), the Merging Entity shall be merged with and into the Corporation, and the separate corporate existence of the Merging Entity (except as may be continued by operation of law) shall cease, and the Corporation shall continue as the surviving business entity, all with the effects provided by applicable law. The Corporation, in its capacity as the surviving business entity of the Merger, is hereinafter sometimes referred to as the "Surviving Business Entity."

Section 1.2. At the Effective Time, the common shares of the Merging Entity issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Merging Entity, their parent or any other person, be canceled and no cash or securities or other property shall be payable to the parent in respect thereof.

Section 1.3. At the Effective Time, the Corporation's common shares issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Corporation or any other person, remain unaffected by the Merger.

Section 1.4. At and after the Effective Time, the Surviving Business Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of the Merging Entity; and all rights, privileges, immunities and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to the Merging Entity shall be taken and deemed to be transferred to and vested in the Surviving Business Entity without further act or deed; and title to any real estate, or any interest therein, vested in the Merging Entity shall not revert or be in any way impaired by reason of the Merger; and the Surviving Business Entity shall thenceforth be responsible and liable for all liabilities and obligations of the Merging Entity and any claim existing or action or proceeding pending by or against the Merging Entity may be prosecuted to judgment as if the Merger had not taken place or the Surviving Business Entity may be substituted in its place; all with the effect set forth in the DGCL. The authority of the officers of the Merging Entity shall continue with respect to the due execution in the name of the company of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the DGCL or any contract to which the Merging Entity was a party or this Merger Agreement.

Section 1.5. The name of the Surviving Business Entity shall be RevSpring, Inc.

ARTICLE 2

Effective Time

Section 2.1. The Merging Entity and the Surviving Business Entity shall cause a Certificate of Ownership and Articles of Merger to be executed and delivered for filing with the Secretary of State of the State of Delaware and the Secretary of State of the State of Washington, as provided in and in accordance with the DGCL and the WA Act.

Section 2.2. The Merger shall become effective at 11:59 P.M. prevailing Eastern Time on December 31, 2019. (the "Effective Time").

ARTICLE 3

Certificate of Incorporation and Bylaws; Board of Directors and Officers

Section 3.1. The Certificate of Incorporation of the Surviving Business Entity as in effect at the Effective Time shall govern the Surviving Business Entity.

Section 3.2. The bylaws (the "Bylaws") of the Corporation, as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the board of directors of the Surviving Business Entity, shall govern the Surviving Business Entity.

Section 3.3. The board of directors and the officers of the Corporation, holding office immediately prior to the Effective Time, shall be the board of directors and the officers (holding the same positions as they held with the Corporation immediately prior to the Effective Time) of the Surviving Business Entity and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Bylaws of the Surviving Business Entity.

ARTICLE 4

Miscellaneous

Section 4.1. This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

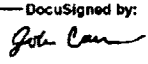
Section 4.2. The internal law, not the law of conflicts, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

Section 4.3. This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

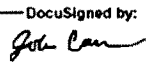
* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

REVSPRING, INC.,
a Delaware corporation

DocuSigned by:

By: _____
D777E2A29751447..
Name: John Carson
Title: Chief Financial Officer

REVENUE ADVANTAGE, INC.,
a Washington limited liability company

DocuSigned by:

By: _____
D777E2A29751447..
Name: John Carson
Title: Chief Financial Officer