

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM152278

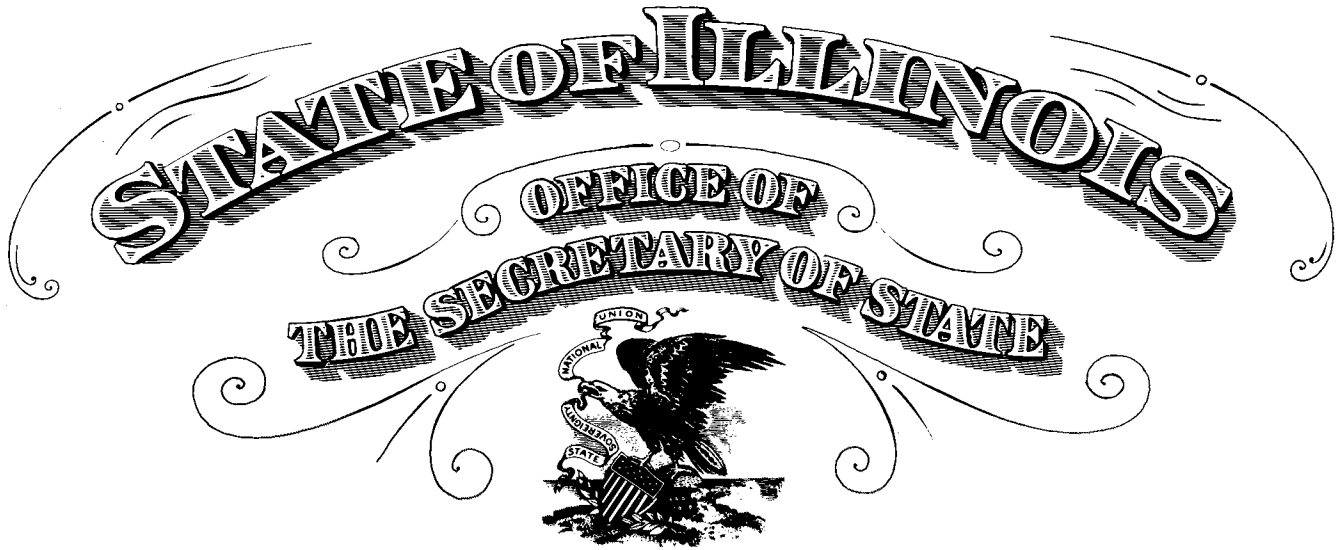
<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	10/20/2023		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Devbridge Group LLC		10/20/2023	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Cognizant Technology Solutions U.S. Corporation		
<b>Street Address:</b>	500 Frank W. Burr Boulevard		
<b>City:</b>	Teaneck		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07666		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90611637	DEVBRIDGE APOLLO	
<b>Serial Number:</b>	85471164	DEVBRIDGE	
<b>Serial Number:</b>	85847680	DB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	dctrademarks@us.dlapiper.com		
<b>Correspondent Name:</b>	Thomas Zutic		
<b>Address Line 1:</b>	500 8th St. NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>NAME OF SUBMITTER:</b>	Baris Tezgel		
<b>SIGNATURE:</b>	Baris Tezgel		
<b>DATE SIGNED:</b>	02/26/2024		
<b>Total Attachments: 7</b>			
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source=Cognizant Technology Solutions US Corp-IL-Copy Request#page7.tif

File Number

0421243-6



**To all to whom these Presents Shall Come, Greeting:**

*I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 6 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR DEVBRIDGE GROUP LLC.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of NOVEMBER A.D. 2023 .***

SECRETARY OF STATE

Authentication #: 2332001297 verifiable until 11/16/2024.

Authenticate at: <https://www.ilsos.gov>

TRADEMARK  
REEL: 008354 FRAME: 0243

Form **LLC-37.25**

July 2018

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
ilsos.gov

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
Limited Liability Company Act  
**Articles of Merger**

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$ 100  
(Filing fee \$100 plus \$50 each entity more than two)

Approved:

FILE # 04212436

This space for use by Secretary of State.

**FILED**

**OCT 25 2023**

ALEXI GIANNOULIAS  
SECRETARY OF STATE



LL0461843

1. Names of the organizations proposing to merge:

Name of Entity	Form Type (Corporation, Limited Liability Company, Limited Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Devbridge Group LLC</u>	<u>LLC</u>	<u>IL</u>	<u>12-05-2012</u>	<u>04212436</u>
<u>Cognizant Technology Solutions U.S. Corporation</u>	<u>Corporation</u>	<u>DE</u>	<u>07-03-1997</u>	<u>59491423</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. A copy of that portion of the plan as approved that contains the name and form of each constituent organization and the surviving organization must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Cognizant Techonolgy Solutions U.S. Corporation

**PAID**

b. File Number assigned by the Illinois Secretary of State (if any): 59491423

**OCT 26 2023**

c. Jurisdiction: DE

**DEPARTMENT OF  
BUSINESS SERVICES**

4. The surviving organization: (Optional. Check one.)

is a limited liability company created by this merger. Articles of Organization are included with this filing.

is another organization type created by this merger. The organizational document is included with this filing.

pre-exists this merger. Any amendment to the organizational document provided for in the plan of merger is included with this filing.

5. Effective date of the merger: (Check one.)

The merger is effective upon filing with the Secretary of State.

The surviving organization is a limited liability company created by the merger. If applicable, the Articles of Organization have a post-effective date: \_\_\_\_\_  
Month, Day, Year

The surviving organization is not a limited liability company. If applicable, its governing Statue allows and the plan provides for a post-effective date: November 1, 2023  
Month, Day, Year

LLC-37.25

6. If the surviving organization is a foreign organization not registered to do business in this state, the Secretary of State is its agent for service of process. Street and mailing addresses of the office to which a copy of any process against the company served on the Secretary of State may be mailed:

211 Quality Circle

Number College Station, TX 77845	Street	Suite (PO Box alone is not acceptable.)
City	State	ZIP

7. Additional information required to be included by the governing statutes of any of the parties to this merger:

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8. The plan of merger has been approved by each constituent organization. Each constituent organization, in accordance with its governing statute, having the authority to sign hereto, affirms under penalty of perjury that these Articles of Merger are true, correct and complete.

Dated October 20, 2023  
Month & Day Year

1. Carmen Woo  
Signature  
Carmen Woo, Vice President, Legal & Assistant Secretary of  
the sole member  
Name and Title (type or print)  
Devbridge Group LLC  
Name of Entity

2. Carmen Woo  
Signature  
Carmen Woo Vice President, Legal & Assistant Secretary  
Name and Title (type or print)  
Cognizant Technology Solutions U.S. Corporation  
Name of Entity

3. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name of Entity

4. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name of Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.**

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of October 20, 2023 is entered into by and between (i) Devbridge Group LLC ("Devbridge US"), an Illinois limited liability company, and (ii) Cognizant Technology Solutions U.S. Corporation, a Delaware corporation ("CTS US"). Devbridge US and CTS US are collectively referred to herein as the "Constituent Entities."

### WITNESSETH:

WHEREAS, the sole member of Devbridge US and the Board of Directors of CTS US have approved and adopted this Agreement in accordance with the applicable provisions of the Illinois Limited Liability Company Act (the "ILLCA") and the Delaware General Corporation Law (the "DGCL"; all of the foregoing, the "Relevant LLC/Corporation Laws") respectively, and deem it advisable and in the best interests of the respective Constituent Entities that Devbridge be merged with and into CTS US pursuant to this Agreement and applicable state law; and

WHEREAS, the Constituent Entities are hereby adopting a plan of merger, providing for the merger (the "Merger") of Devbridge US with and into CTS US, with CTS US being the surviving entity and continuing its existence under the DGCL. The Merger will be consummated in accordance with this Agreement and evidenced by the Certificate of Merger and the Articles of Merger executed by Devbridge US and/or the Surviving Entity, as applicable, in substantially the form of Exhibit A and Exhibit B attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the Constituent Entities do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

### ARTICLE I

Section 1.1 Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the ILLCA and the DGCL, at the Effective Time (as defined below), Devbridge US will merge with and into CTS US, and the separate existence of Devbridge US shall cease. CTS US shall continue as the surviving corporation and shall continue to be governed by the laws of the State of Delaware (as such, the "Surviving Entity").

Section 1.2 Subject to the provisions of this Agreement, CTS US shall file a certificate of merger relating to the Merger as contemplated by the DGCL (the "Certificate of Merger") with the Secretary of State of the State of Delaware, in the form attached hereto as Exhibit A. Subject to the provisions of this Agreement, Devbridge and CTS US shall file articles of merger relating to the Merger as contemplated by the ILLCA (the "Articles of Merger") with the Secretary of State of the State of Illinois, in the form attached hereto as Exhibit B.

Section 1.3 The Merger shall be effective at 12:01 am on November 1, 2023 (the time and on the date specified in the Delaware Certificate of Merger) (such date and time being herein referred to as the "Effective Time"), and as of the Effective Time, shall have the effects provided for in the applicable provisions of the ILLCA and the DGCL, including, without limitation, Section 37-30 of the ILLCA and Section 259 of the DGCL. Without limiting the foregoing, upon the Effective Time, all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of each of Devbridge US and CTS US shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed and all property, rights and every other interest of each of

Devbridge US and CTS US shall be as of the Effective Time the property of the Surviving Entity as they were of each of Devbridge US and CTS US.

## ARTICLE II

Section 3.1 Devbridge US hereby certifies that its sole member has approved and adopted this Agreement in accordance with the ILLCA.

Section 3.2 CTS US hereby certifies that its Board of Directors has approved and adopted this Agreement in accordance with Section 264(c) and Section 251 of the DGCL.

## ARTICLE III

At the Effective Time, the certificate of incorporation and bylaws of CTS US, each as amended and as in effect immediately prior to such Effective Time, shall be the certificate of incorporation and bylaws, respectively, of the Surviving Entity, until each is thereafter duly amended or modified. The directors and officers of CTS US immediately prior to each Effective Time shall be the directors and officers, respectively, of the Surviving Entity from and after such Effective Time until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the DGCL and the bylaws.

## ARTICLE IV

At each Effective Time, by virtue of the Merger and without any action on the part of any of the Constituent Entities, each issued and outstanding membership interest of Devbridge US in the Merger shall be cancelled without any consideration therefor, and each issued and outstanding share of capital stock of CTS US shall remain issued and outstanding as a share of capital stock of the Surviving Corporation and shall not be affected in any way by the Merger.

## ARTICLE V

CTS US, as the surviving corporation of the Merger, shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

## ARTICLE VI

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by the mutual consent of the Constituent Entities evidenced by appropriate resolutions of the Board of CTS US and the sole member of Devbridge US at any time prior to the Effective Time.

## ARTICLE VII

Subject to the applicable provisions of the DGCL and ILLCA, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of

Delaware without regard to conflicts of laws rules or principles.

This Agreement shall be binding upon each of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission, and each signature so delivered shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) and shall have the same legal effect as signatures delivered manually.

*[Signature page follows]*



IN WITNESS WHEREOF, each of the parties hereto have caused their duly authorized representative to execute, certify, acknowledge and deliver this Agreement as of the date first set forth above.

**DEVBRIDGE GROUP LLC**

By: Cognizant Technology Solutions U.S. Corporation, its sole member

By: Carmen Woo  
Name: Carmen Woo  
Title: Vice President, Legal and Assistant Secretary

**COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION**

By: Carmen Woo  
Name: Carmen Woo  
Title: Vice President, Legal and Assistant Secretary