

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/17/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Apropos Retail Management Systems, Inc.		07/01/2008	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	CRS Retail Systems, Inc.
<b>Street Address:</b>	18200 Von Karman Avenue, Suite 1000
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92612
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1371037	APROPOS
Registration Number:	1970981	APROPOS
Registration Number:	3026892	DATA NINJA

**CORRESPONDENCE DATA**

Fax Number: (303)863-0223  
 Phone: 303-863-9700  
 Email: mtrudell@sheridanross.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Miriam D. Trudell, Sheridan Ross P.C.  
 Address Line 1: 1560 Broadway, Suite 1200  
 Address Line 4: Denver, COLORADO 80202

**ATTORNEY DOCKET NUMBER:** 5842-145, -140, -140-1

**900203041**

**TRADEMARK  
 REEL: 004630 FRAME: 0665**

**CH \$90.00 1371037**

NAME OF SUBMITTER:	Miriam D. Trudell
Signature:	/miriam trudell/
Date:	09/26/2011
<b>Total Attachments: 8</b> source=Epicor Apropos Merger WA Evidence#page1.tif source=Epicor Apropos Merger WA Evidence#page2.tif source=Epicor Apropos Merger WA Evidence#page3.tif source=Epicor Apropos Merger WA Evidence#page4.tif source=Epicor Apropos Merger WA Evidence#page5.tif source=Epicor Apropos Merger WA Evidence#page6.tif source=Epicor Apropos Merger WA Evidence#page7.tif source=Epicor Apropos Merger WA Evidence#page8.tif	

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, 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 listed "Merging Entities" into:

CRS RETAIL SYSTEMS, INC.

NY Profit Corporation

UBI: 000-000-000

Filing Date: July 17, 2008

Merging Entities:

601-168-019

APROPOS RETAIL MANAGEMENT SYSTEMS, INC.



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

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

TRADEMARK

REEL: 004630 FRAME: 0667

FILED  
SECRETARY OF STATE

JUL 16 2008

STATE OF WASHINGTON

ARTICLES OF MERGER

of

APROPOS RETAIL MANAGEMENT SYSTEMS, INC.  
(a Washington corporation)

with

CRS RETAIL SYSTEMS, INC.  
(a New York Corporation)

Pursuant to the Section 23B.11.050 of the Washington Business Corporation Act, the following Articles of Merger are executed for the purpose of merging Apropos Retail Management Systems, Inc., a Washington corporation (the "**Disappearing Corporation**"), with and into CRS Retail Systems, Inc., a New York corporation (the "**Surviving Corporation**").

Article One

The Agreement and Plan of Merger and Reorganization (the "**Plan of Merger**") providing for the merger of the Disappearing Corporation with and into the Surviving Corporation (the "**Merger**") is attached hereto as Exhibit A and incorporated by reference herein.

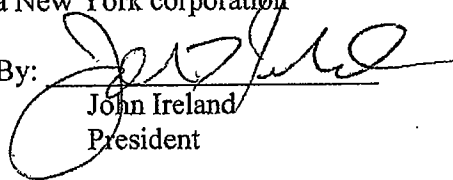
Article Two

Pursuant to Section 23B.11.040 of the Washington Business Corporation Act, no shareholder approval is required by the shareholders of the Disappearing Corporation or the Surviving Corporation to effect the Merger.

Dated: July 1, 2008

CRS RETAIL SYSTEMS, INC.,  
a New York corporation

By:

  
John Ireland  
President

**EXHIBIT A**

**Plan of Merger**

# AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

of

APROPOS RETAIL MANAGEMENT SYSTEMS, INC.  
(a Washington corporation),

and

CRS RETAIL SYSTEMS, INC.  
(a New York corporation)

This Agreement and Plan of Merger and Reorganization (this "Agreement"), dated as of July 1, 2008, is made between Apropos Retail Management Systems, Inc. ("Apropos"), a Washington corporation, and CRS Retail Systems, Inc, a New York corporation ("CRS," also referred to as the "Surviving Corporation") (together, the "Constituent Corporations").

## RECITALS

A. Apropos is a corporation duly organized and validly existing under the laws of the State of Washington and has an authorized capital of 50,000 shares of common stock, no par value per share (the "Apropos Common Stock"). As of the date of this Agreement, all issued and outstanding shares of Apropos Common Stock are owned by CRS.

B. CRS is a corporation duly organized and validly existing under the laws of the state of New York.

C. The Boards of Directors of Apropos and CRS have determined that it is advisable and in the best interests of the respective Constituent Corporations and their shareholders that Apropos merge with and into CRS pursuant to the terms and conditions, but subject to the limitations, set forth in this Agreement.

D. The Boards of Directors of Apropos and CRS have approved this Agreement and have directed that it be executed by the undersigned officers.

## AGREEMENT

In consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Apropos and CRS hereby agree as follows:

### 1. Merger

**1.1. Merger.** In accordance with the provisions of this Agreement, New York Business Corporation Law and the Washington Business Corporation Act, Apropos shall be merged with and into CRS (the "**Merger**"), the separate existence of Apropos shall cease and CRS shall be the surviving corporation.

**1.2. Filing and Effectiveness.** The Merger shall become effective upon completion of the following actions:

- a) Adoption and approval of this Agreement by shareholders of CRS in accordance with the applicable requirements of New York Business Corporation Law;
- b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement;
- c) The filing with the Secretary of State of New York of an executed Certificate of Merger meeting the requirements of Section 905 of New York Business Corporation Law;
- d) The filing with the Secretary of State of Washington of executed Articles of Merger meeting the requirements of section 23B.11.050 of the Washington Business Corporation Act.

The date and time when the Merger becomes effective is referred to in this Agreement as the "**Effective Date of the Merger.**"

**1.3. Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of Apropos shall cease and CRS, as the surviving corporation: (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and Apropos' Boards of Directors, (c) shall succeed without transfer, to all of the assets, rights, powers and property of Apropos in the manner more fully set forth in Section 906 of New York Business Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of CRS as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the debts, liabilities, and obligations of Apropos in the same manner as if CRS had itself incurred them, all as more fully provided under the applicable provisions of the New York Business Corporation Law and the Washington Business Corporation Act.

## **2. Charter Documents**

**2.1. Certificate of Incorporation.** The Certificate of Incorporation of CRS as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

**2.2. Bylaws.** The Bylaws of CRS as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

### **3. Manner of Conversion of Stock**

#### **3.1. Apropos Common Stock.**

- a) Upon the Effective Date of the Merger, each share of Apropos Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Apropos, the holder of such share or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock of the Surviving Corporation.
- b) Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Apropos so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.
- c) No fractional shares of Common Stock of the Surviving Corporation will be issued pursuant to the Merger. In lieu thereof, any fractional shares to which a holder would otherwise be entitled shall, after aggregating all fractional shares on a shareholder basis, be paid for in cash by the Surviving Corporation based on the fair market value thereof as determined by the Board of Directors of the Surviving Corporation.

**3.2. No Exchange of Certificates.** Each outstanding certificate representing shares of Apropos capital stock shall be deemed for all purposes to represent the number of shares of the appropriate class and series of CRS capital stock into which such shares of Apropos capital stock were converted in the Merger. Holders of outstanding certificates representing shares of Apropos capital stock will not be asked to surrender such certificates for cancellation. The registered owner on the books and records of CRS of all such outstanding certificates shall have and be entitled to exercise all voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of CRS represented by such outstanding certificates.

### **4. General**

**4.1. Further Assurances.** From time to time, as and when required by CRS or by its successors or assigns, there shall be executed and delivered on behalf of Apropos such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by CRS the title to and possession of all the



property, interests, assets, rights privileges, immunities, powers, franchises and authority of Apropos and otherwise to carry out the purposes of this Agreement, and the officers and directors of CRS are fully authorized in the name and on behalf of Apropos to take an and all such action and to execute and deliver any and all such deeds and other instruments.

**4.2. Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either CRS or Apropos, or both, notwithstanding the approval of this Agreement by the shareholders of CRS.

**4.3. Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of New York, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of CRS shall not: (a) materially alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any material term of the Certificate of Incorporation of CRS, or (c) materially alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

**4.4. Registered Office.** The address of CRS' registered office in the State of New York is 111 Eighth Ave., New York, NY 10011. The name of its registered agent is CT Corporation System.

**4.5. Agreement.** Executed copies of this Agreement will be on file at the principal place of business of CRS at 15 Governor Dr., Newburgh, NY 12550 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

**4.6. Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law.

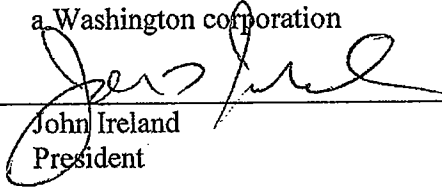
**4.7. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[signature page to follow]

The undersigned duly authorized representatives of the Constituent Corporations have executed this Agreement as of the date first set forth above.

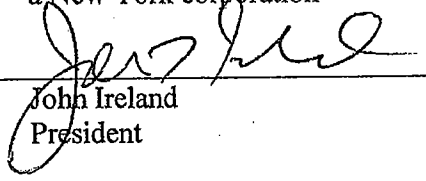
APROPOS RETAIL MANAGEMENT  
a Washington corporation

By: \_\_\_\_\_

  
John Ireland  
President

CRS RETAIL SYSTEMS, INC.,  
a New York corporation

By: \_\_\_\_\_

  
John Ireland  
President