

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>	03/07/1997

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Globe Wireless	FORMERLY KFS World Communications, Inc.	03/07/1997	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Globe Wireless, Inc.
<b>Street Address:</b>	1571 Robert J. Conian Blvd.
<b>City:</b>	Palm Bay
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32905
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1940938	GLOBE WIRELESS
Registration Number:	2031752	GLOBEMAIL

**CORRESPONDENCE DATA**

Fax Number: (703)610-6200  
 Phone: 703-610-6100  
 Email: boxip@hoganlovells.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Valerie Brennan, Hogan Lovells US LLP  
 Address Line 1: 7930 Jones Branch Drive, 9th Floor  
 Address Line 2: Box Intellectual Property  
 Address Line 4: McLean, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	39175.02
--------------------------------	----------

CH \$65.00 1940938

NAME OF SUBMITTER:	Valerie Brennan
Signature:	/vb/
Date:	01/09/2012
<b>Total Attachments: 10</b> source=Globe Wireless Merger#page1.tif source=Globe Wireless Merger#page2.tif source=Globe Wireless Merger#page3.tif source=Globe Wireless Merger#page4.tif source=Globe Wireless Merger#page5.tif source=Globe Wireless Merger#page6.tif source=Globe Wireless Merger#page7.tif source=Globe Wireless Merger#page8.tif source=Globe Wireless Merger#page9.tif source=Globe Wireless Merger#page10.tif	



## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of March, 1997, by and between GLOBE WIRELESS, a California corporation ("Globe California" and GLOBE WIRELESS, INC., a Delaware corporation ("Globe Delaware"). Globe California and Globe Delaware are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of Globe California consists of 1,000,000 shares of Common Stock, \$0.001 par value of which 100,000 shares are issued and outstanding.

The authorized capital stock of Globe Delaware consists of 15,000,000 shares of Common Stock, \$.001 par value, 100 of which are outstanding and 10,000,000 shares of Preferred Stock, \$.001 par value, of which 8,310,000 shares have been designated as "Series A Preferred Stock," none of which are outstanding and 927,493 shares have been designated as "Series B Preferred Stock," none of which are outstanding.

The directors of the Constituent Corporations deem it advisable and to the advantage of said corporations that Globe California merge into Globe Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Globe California shall merge into Globe Delaware on the following terms, conditions and other provisions:

### 1. TERMS AND CONDITIONS.

1.1. **Merger.** Globe California shall be merged with and into Globe Delaware (the "Merger"), and Globe Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement is filed with the Secretary of State of the State of Delaware (the "Effective Date").

1.2. **Succession.** On the Effective Date, Globe Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of Globe California, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3. **Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the

Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

**1.4. Common Stock of Globe California and Globe Delaware.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders: (i) each share of Common Stock of Globe California issued and outstanding immediately prior thereto shall be changed and converted into 83.47437 fully paid and nonassessable shares of Common Stock of Globe Delaware and (ii) each share of Common Stock of Globe Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

**1.5. Stock Certificates.** On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of Globe California shall be deemed for all purposes to evidence ownership of and to represent the shares of Globe Delaware into which the shares of Globe California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Globe Delaware evidenced by such outstanding certificate as above provided.

**1.6. Employee Benefit Plans.** On the Effective Date, the Surviving Corporation shall assume all obligations of Globe California under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger and shall reserve that number of shares of Globe Delaware Common Stock with respect to each such employee benefit plan as is proportional to that number of shares of Globe California Common Stock (if any) so reserved on the Effective Date.

## 2. CHARTER DOCUMENTS.

2.1. **Certificate of Incorporation.** The Certificate of Incorporation of Globe Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation.

2.2. **Directors.** The directors of Globe California immediately preceding the Effective Date shall become the directors of Globe Delaware on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3. **Officers.** The officers of Globe California immediately preceding the Effective Date shall become the officers of Globe Delaware on and after the Effective Date to serve at the pleasure of its Board of Directors.

## 3. MISCELLANEOUS.

3.1. **Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Globe California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Globe California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Globe California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. **Amendment.** At any time before or after approval by the shareholders of Globe California, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of Globe California, the principal terms may not be amended without the further approval of the shareholders of Globe California) as may be determined in the judgment of the respective Board of Directors of Globe Delaware and Globe California to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3. **Conditions to Merger.** The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of Globe California in accordance with applicable provisions of the General Corporation Law of the State of California; and

(b) Globe California, as sole stockholder of Globe Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

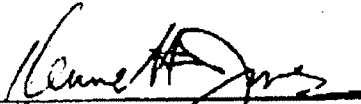
(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Globe California to be material to consummation of the Merger shall have been obtained.

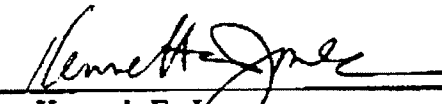
**3.4. Abandonment or Deferral.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Globe California or Globe Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of Globe California or Globe Delaware, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of Globe California and Globe Delaware, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Globe California shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

**3.5. Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.


IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Globe California and Globe Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

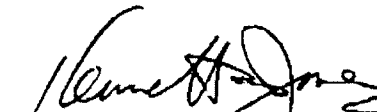
GLOBE WIRELESS  
a California corporation

By:   
Kenneth E. Jones  
Chief Executive Officer

By:   
Kenneth E. Jones  
Secretary

GLOBE WIRELESS, INC.  
a Delaware corporation

By:   
Kenneth E. Jones  
Chief Executive Officer

By:   
Kenneth E. Jones  
Secretary



**GLOBE WIRELESS, INC.**  
**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Kenneth E. Jones, does hereby certify that:

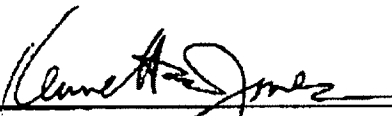
1. He is the Chief Executive Officer and Secretary of Globe Wireless, Inc., a Delaware corporation (the "Corporation").

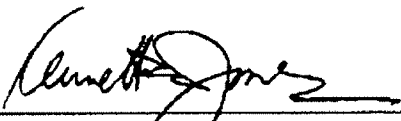
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of Globe Wireless, a California corporation, with and into the Corporation was duly approved by the Board of Directors and by the sole stockholder of the Corporation.

3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the merger was one hundred (100) shares of Common Stock. There are no shares of Preferred Stock outstanding.

4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of the number of shares of Common Stock of the Corporation which equaled or exceeded the vote required. The percentage vote required for such approval was more than fifty percent (50%) of the outstanding shares of Common Stock.

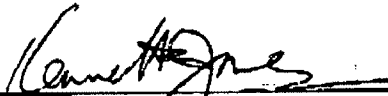
IN WITNESS WHEREOF, the undersigned has executed this Certificate this 6th day of March, 1997.


  
\_\_\_\_\_  
Kenneth E. Jones  
Chief Executive Officer

  
\_\_\_\_\_  
Kenneth E. Jones  
Secretary

Each of the undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at Half Moon Bay, California on March, 1997.

  
\_\_\_\_\_  
Kenneth E. Jones  
Chief Executive Officer

  
\_\_\_\_\_  
Kenneth E. Jones  
Secretary

**GLOBE WIRELESS  
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Kenneth E. Jones, does hereby certify that:

1. That he is the Chief Executive Officer and Secretary of Globe Wireless, a California corporation (the "Corporation").

2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Corporation, with and into Globe Wireless, Inc., a Delaware Corporation, was duly approved by the Board of Directors and by the shareholder of the Corporation.

3. The Corporation has one authorized class of shares, designated Common Stock. The total number of outstanding shares of Common Stock is One Hundred Thousand (100,000).

4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of more than 50% of the outstanding shares of Common Stock, voting together as a single class, which, in each case, equaled or exceeded the vote required.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 6th day of March, 1997.



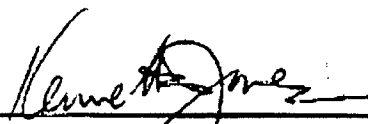
\_\_\_\_\_  
Kenneth E. Jones  
Chief Executive Officer




\_\_\_\_\_  
Kenneth E. Jones  
Secretary

The undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at Half Moon Bay, California on March 6th, 1997.

  
\_\_\_\_\_  
Kenneth E. Jones  
Chief Executive Officer

  
\_\_\_\_\_  
Kenneth E. Jones  
Secretary

21264456  
030697