

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327303

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/26/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maximum Capacity Media, LLC		12/24/2014	COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heartland Communications Group, Inc.		
<b>Street Address:</b>	1003 Central Avenue		
<b>City:</b>	Fort Dodge		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50501		
<b>Entity Type:</b>	CORPORATION: IOWA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3196705	LIFT AND ACCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	515-246-4546		
<b>Email:</b>	trademark@dickinsonlaw.com		
<b>Correspondent Name:</b>	Amy Plummer		
<b>Address Line 1:</b>	699 Walnut Suite 1600		
<b>Address Line 4:</b>	Des Moines, IOWA 50309		
<b>NAME OF SUBMITTER:</b>	Amy Plummer		
<b>SIGNATURE:</b>	/Amy Plummer/		
<b>DATE SIGNED:</b>	12/24/2014		
<b>Total Attachments: 3</b>			
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**ARTICLES OF MERGER**  
**OF**  
**MAXIMUM CAPACITY MEDIA, L.L.C.**  
**INTO**  
**HEARTLAND COMMUNICATIONS GROUP, INC.**

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TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 1106 of the Iowa Business Corporation Act and Section 1002 of the Iowa Revised Uniform Limited Liability Company Act, the undersigned corporation and limited liability company adopt the following Articles of Merger.

1. The names of the parties to the merger are Maximum Capacity Media, L.L.C., an Iowa limited liability company and Heartland Communications Group, Inc., a Iowa corporation. Pursuant to the Agreement and Plan of Merger, attached hereto as Exhibit "A" and incorporated herein by this reference, Maximum Capacity Media, L.L.C. shall be merged into Heartland Communications Group, Inc.

2. The merger as set forth in these Articles of Merger shall be effective at 11:59 p.m. central standard time on December 26, 2014.


3. Heartland Communications Group, Inc. shall be the surviving entity.

4. The Agreement and Plan of Merger, and the performance of its terms, was duly authorized, approved and executed by the shareholders of Heartland Communications Group, Inc., in accordance with Section 1104 of the Iowa Business Corporation Act and its Articles of Incorporation.

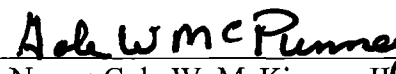
5. The Agreement and Plan of Merger, and the performance of its terms, was duly authorized, approved and executed by the members of Maximum Capacity Media, L.L.C. in accordance with Section 1003 of the Iowa Revised Uniform Limited Liability Company Act.

MAXIMUM CAPACITY MEDIA, L.L.C.      HEARTLAND COMMUNICATIONS GROUP, INC.

By:

  
Name: Gale W. McKinney, II  
Its: President

By:

  
Name: Gale W. McKinney, II  
Its: President

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (the "Plan of Merger"), effective as of December 24, 2014, is entered into by and between Maximum Capacity Media, L.L.C., an Iowa limited liability company ("MCM") and Heartland Communications Group, Inc., an Iowa corporation ("Heartland").

**WHEREAS**, the Members of MCM and shareholders of Heartland have each unanimously approved the merger of MCM with and into Heartland, and the consummation of the transaction contemplated hereby all in accordance with the Iowa Revised Uniform Limited Liability Company Act (the "Iowa LLC Act") and the Iowa Business Corporation Act (the "Iowa Corporation Act") and upon the terms and subject to the conditions set forth herein.

### **ARTICLE I** **THE MERGER**

1.1 **The Merger.** Upon the terms and subject to the conditions of this Plan of Merger, at the Effective Time (as defined below), and in accordance with the Iowa LLC Act and Iowa Corporation Act, MCM shall be merged with and into Heartland (the "Merger"). Heartland shall continue as the surviving company in the Merger under the laws of the Iowa Corporation Act, with all of the rights, privileges, immunities and powers shall continue in unaffected by the Merger.

1.2 **Effective Time of the Merger.** The Merger shall become effective at 11:59 p.m. central standard time on December 26, 2014 (the "Effective Time").

1.3 **Effects of Merger.** When the Merger has been affected:

- (a) The separate existence of MCM shall cease.
- (b) The Articles of Incorporation of Heartland, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of Heartland.
- (c) The Bylaws of Heartland as in effect immediately prior to the Effective Time, shall be the Bylaws of Heartland.
- (d) The Board of Directors of Heartland immediately prior to the Effective Time shall be the Board of Directors of Heartland at and after the Effective Time until their death, resignation or removal.

1.4 **Effect on Shares and Membership Interests.** As of the Effective Time, by virtue of the Merger and without any action on the part of any shareholder of Heartland or any member of MCM, all issued and outstanding units of membership interest of MCM immediately prior to the Effective Time shall be cancelled and the holder of certificates representing units of membership interest of MCM outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such units of membership interest of MCM, except as otherwise provided in this Plan of Merger or applicable laws. From and after the Effective Time, the issued and outstanding shares of Heartland shall be the only shares of Heartland.

**Exhibit "A"**

**TRADEMARK**  
**REEL: 005429 FRAME: 0447**

**ARTICLE II**  
**MISCELLANEOUS**

2.1 Amendment and Waiver. This Plan of Merger may be amended and its provisions and the effects thereof waived by written agreement of the parties hereto at any time as permitted by laws.

2.2 Assignment. This Plan of Merger shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that this Plan of Merger shall not be assignable or transferrable by any of the parties hereto by operation of law or otherwise without the prior written consent of the other parties.


2.3 Entire Agreement. This Plan of Merger constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements with respect thereto.


2.4 Counterparts; Headings. This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings contained in this Plan of merger are for reference purposes only and shall not affect the meaning or interpretation of this Plan of Merger.

IN WITNESS WHEREOF, Heartland and MCM have executed this Plan of Merger as of the day and year first-above written.

HEARTLAND:  
Heartland Communications Group, Inc.

MCM:  
Maximum Capacity Media, L.L.C.

By:   
Name: Gale W. McKinney, II  
Its: President

By:   
Name: Gale W. McKinney, II  
Its: President

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