

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/31/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Esquire Innovations, Inc.		10/31/2015	CORPORATION: NEVADA
Verdatum Inc.		10/31/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bighand Inc.
<b>Street Address:</b>	125 S. Wacker Drive
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4073537	VERDATUM
Registration Number:	4414740	IHYPERSTYLES
Registration Number:	3868792	METASEALANT
Registration Number:	3855086	ICREATEDA
Registration Number:	3169806	IREDLINELITE
Registration Number:	2978354	ISCRUB
Registration Number:	2911654	IDISCOVER
Registration Number:	2981703	IREDLINE
Registration Number:	4063996	IDOCID
Registration Number:	3941876	ICREATEDA
Registration Number:	4063862	IDOCID
Registration Number:	3771999	SPINCYCLE
Registration Number:	3864927	ENHANCED NATIVE ARCHITECTURE
Registration Number:	3425476	ESQUIRE INNOVATIONS, INC.
Registration Number:	3425472	ISCRUB
Registration Number:	2383001	

OP \$440.00 4073537

Property Type	Number	Word Mark
Registration Number:	2422750	ICREATE

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 312-985-5530  
**Email:** ksprecher@clarkhill.com  
**Correspondent Name:** Kevin Sprecher  
**Address Line 1:** 150 North Michigan Avenue  
**Address Line 2:** Suite 2700  
**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	43915/185244
<b>NAME OF SUBMITTER:</b>	Kevin Sprecher
<b>SIGNATURE:</b>	/Kevin Sprecher/
<b>DATE SIGNED:</b>	02/09/2016

**Total Attachments: 20**  
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AGREEMENT AND PLAN OF MERGER

Merging  
Esquire Innovations, Inc.,  
a Nevada corporation,  
and  
Verdatum Inc.,  
a Delaware corporation,  
with and into  
BigHand Inc.,  
a Delaware corporation

THIS AGREEMENT AND PLAN OF MERGER (this "*Merger Agreement*"), is entered into this \_\_\_ day of October, 2015, by and among BigHand Inc., a Delaware corporation (the "*Surviving Corporation*"), Esquire Innovations, Inc., a Nevada corporation ("*Esquire*"), and Verdatum Inc., a Delaware corporation ("*Verdatum*"), together with the Surviving Corporation and Esquire, the "*Entities*").

Recitals

WHEREAS, the Surviving Corporation is a corporation organized and existing under the laws of the State of Delaware with its principal office at 125 S. Wacker Drive, Suite 300, Chicago, Illinois 60606, and is the owner of all of the issued and outstanding common stock of Esquire and Verdatum; and

WHEREAS, Esquire is a corporation organized and existing under the laws of the State of Nevada, with its principal office at 27574 Commerce Center Drive, #130, Temecula, California 92590, and is a wholly owned subsidiary of the Surviving Corporation; and

WHEREAS, Verdatum is a corporation organized and existing under the laws of the State of Delaware, with its principal office at 125 S. Wacker Drive, Suite 300, Chicago, Illinois 60606, and is a wholly owned subsidiary of the Surviving Corporation; and

WHEREAS, the board of directors of Esquire (the "*Esquire Board of Directors*") deems the merger of Esquire and Verdatum with and into the Surviving Corporation (the "*Merger*") to be desirable and in the best interest of Esquire and its sole stockholder, and the Esquire Board of Directors has approved the Merger and this Merger Agreement by resolutions duly adopted by the Esquire Board of Directors; and

WHEREAS, the board of directors of Verdatum (the "*Verdatum Board of Directors*") deems the Merger to be desirable and in the best interest of Verdatum and its sole stockholder, the Surviving Corporation, and the Verdatum Board of Directors has approved the Merger and this Merger Agreement by resolutions duly adopted by the Verdatum Board of Directors and recommended approval by the Surviving Corporation, as the sole stockholder of Verdatum; and

WHEREAS, the Surviving Corporation, as the sole stockholder of Verdatum, deems the Merger to be desirable and in the best interest of Verdatum and has approved the Merger and this Merger Agreement by resolutions duly adopted by the Surviving Corporation as the sole stockholder of Verdatum; and

WHEREAS, the board of directors of the Surviving Corporation (the "*Survivor Board of Directors*") deems the Merger to be desirable and in the best interest of the Surviving Corporation and its sole stockholder, and the Survivor Board of Directors has approved this Merger Agreement by resolutions duly adopted by the Survivor Board of Directors.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the Entities agree that, pursuant to the laws of the State of Nevada and the State of Delaware, and subject to the terms and conditions hereinafter set forth, Esquire and Verdatum shall be merged with and into the Surviving Corporation and the terms and conditions of the Merger, including the mode of carrying the same into effect, shall be as follows:

1. Merger of Esquire and Verdatum with and into the Surviving Corporation.

At the Effective Time (as hereinafter defined), Esquire and Verdatum shall be merged with and into the Surviving Corporation and each of Esquire and Verdatum shall thereafter cease to exist. The Surviving Corporation shall be the entity surviving the Merger. Following the Effective Time, the existence of the Surviving Corporation shall continue unaffected and unimpaired as the surviving entity of the Merger, governed by the laws of the State of Delaware.

2. Effective Time and Effective Date of Merger.

The Merger shall become effective upon filing the Certificate of Ownership and Merger with the State of Delaware (the "*Effective Time*").

3. Name of Surviving Corporation.

The name of the Surviving Corporation upon and after the Effective Time shall be BigHand Inc.

4. Certificate of Incorporation.

At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be and remain the Certificate of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

5. By-laws.

The By-laws of the Surviving Corporation in effect immediately prior to the Effective Time shall remain in effect upon and after the Effective Time.

6. Officers, Directors.

At the Effective Time, the officers and directors of the Surviving Corporation, shall remain the officers (holding the same offices) and directors of the Surviving Corporation, and after the Effective Time shall serve in accordance with the Certificate of Incorporation and the By-laws of the Surviving Corporation.

7. Effect on Shares.

At the Effective Time, by virtue of the Merger, common stock of Esquire and Verdatum issued and outstanding immediately prior to the Effective Time shall cease to exist, with no payment being made with respect thereto.

8. Filing of Articles of Merger and Certificate of Ownership and Merger.

Upon the execution of this Merger Agreement, the Entities shall (a) cause to be executed Articles of Merger in compliance with the provisions of the applicable laws of the State of Nevada and shall deliver the same for filing to the Secretary of State of the State of Nevada and (b) cause to be executed a Certificate of Ownership and Merger in compliance with the provisions of the applicable laws of the State of Delaware and shall deliver the same for filing to the Secretary of State of the State of Delaware.

9. Amendments.

Prior to the Effective Time, this Merger Agreement may be amended except that any amendment shall not change:

(a) the amount or kind of shares, obligations, cash, property or rights to be received in exchange for or on conversion of all or any of the ownership of the Entities;

(b) any provision of the Certificate of Incorporation or By-laws of the Surviving Corporation as it is to be in effect immediately following consummation of the Merger, except provisions that may be amended without approval of the sole stockholder of the Surviving Corporation; or

(c) any of the other terms and conditions of the Merger Agreement if the change would adversely affect the holders of any ownership interests of the Entities.

10. General Provisions.

(a) Governing Law

This Merger Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that State.

(b) Severability

If any term or other provision of this Merger Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Merger Agreement shall nevertheless remain in full force and effect.

(c) Entire Agreement

This Merger Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

(d) Further Assurances

From time to time, as and when required or requested by either of the Entities, as applicable, or by their respective successors and assigns, there shall be executed and delivered on behalf of the other party, or their respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of either of the Entities, as the case may be, and otherwise to carry out the purposes of this Merger Agreement.

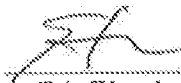
*[Signature Page Follows]*

IN WITNESS WHEREOF, as of the day, month and year first above written, the parties, intending to be legally bound, have caused this Agreement and Plan of Merger to be signed by their duly authorized representatives.

BIGHAND INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jonathan Ardron  
Title: Chief Executive Officer

ESQUIRE INNOVATIONS, INC.,  
a Nevada corporation

By:  \_\_\_\_\_  
Name: Eric Wangler  
Title: President

VERDATUM INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jonathan Ardron  
Title: Chief Executive Officer

203229270

*(SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER)*

**TRADEMARK**  
**REEL: 005727 FRAME: 0036**

AGREEMENT AND PLAN OF MERGER

Merging  
Esquire Innovations, Inc.,  
a Nevada corporation,  
and  
Verdatum Inc.,  
a Delaware corporation,  
with and into  
BigHand Inc.,  
a Delaware corporation

THIS AGREEMENT AND PLAN OF MERGER (this "*Merger Agreement*"), is entered into this \_\_\_\_ day of October, 2015, by and among BigHand Inc., a Delaware corporation (the "*Surviving Corporation*"), Esquire Innovations, Inc., a Nevada corporation ("*Esquire*"), and Verdatum Inc., a Delaware corporation ("*Verdatum*", together with the Surviving Corporation and Esquire, the "*Entities*").

Recitals

WHEREAS, the Surviving Corporation is a corporation organized and existing under the laws of the State of Delaware with its principal office at 125 S. Wacker Drive, Suite 300, Chicago, Illinois 60606, and is the owner of all of the issued and outstanding common stock of Esquire and Verdatum; and

WHEREAS, Esquire is a corporation organized and existing under the laws of the State of Nevada, with its principal office at 27574 Commerce Center Drive, #130, Temecula, California 92590, and is a wholly owned subsidiary of the Surviving Corporation; and

WHEREAS, Verdatum is a corporation organized and existing under the laws of the State of Delaware, with its principal office at 125 S. Wacker Drive, Suite 300, Chicago, Illinois 60606, and is a wholly owned subsidiary of the Surviving Corporation; and

WHEREAS, the board of directors of Esquire (the "*Esquire Board of Directors*") deems the merger of Esquire and Verdatum with and into the Surviving Corporation (the "*Merger*") to be desirable and in the best interest of Esquire and its sole stockholder, and the Esquire Board of Directors has approved the Merger and this Merger Agreement by resolutions duly adopted by the Esquire Board of Directors; and

WHEREAS, the board of directors of Verdatum (the "*Verdatum Board of Directors*") deems the Merger to be desirable and in the best interest of Verdatum and its sole stockholder, the Surviving Corporation, and the Verdatum Board of Directors has approved the Merger and this Merger Agreement by resolutions duly adopted by the Verdatum Board of Directors and recommended approval by the Surviving Corporation, as the sole stockholder of Verdatum; and



WHEREAS, the Surviving Corporation, as the sole stockholder of Verdatum, deems the Merger to be desirable and in the best interest of Verdatum and has approved the Merger and this Merger Agreement by resolutions duly adopted by the Surviving Corporation as the sole stockholder of Verdatum; and

WHEREAS, the board of directors of the Surviving Corporation (the "*Survivor Board of Directors*") deems the Merger to be desirable and in the best interest of the Surviving Corporation and its sole stockholder, and the Survivor Board of Directors has approved this Merger Agreement by resolutions duly adopted by the Survivor Board of Directors.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the Entities agree that, pursuant to the laws of the State of Nevada and the State of Delaware, and subject to the terms and conditions hereinafter set forth, Esquire and Verdatum shall be merged with and into the Surviving Corporation and the terms and conditions of the Merger, including the mode of carrying the same into effect, shall be as follows:

1. Merger of Esquire and Verdatum with and into the Surviving Corporation.

At the Effective Time (as hereinafter defined), Esquire and Verdatum shall be merged with and into the Surviving Corporation and each of Esquire and Verdatum shall thereafter cease to exist. The Surviving Corporation shall be the entity surviving the Merger. Following the Effective Time, the existence of the Surviving Corporation shall continue unaffected and unimpaired as the surviving entity of the Merger, governed by the laws of the State of Delaware.

2. Effective Time and Effective Date of Merger.

The Merger shall become effective upon filing the Certificate of Ownership and Merger with the State of Delaware (the "*Effective Time*").

3. Name of Surviving Corporation.

The name of the Surviving Corporation upon and after the Effective Time shall be BigHand Inc.

4. Certificate of Incorporation.

At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be and remain the Certificate of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

5. By-laws.

The By-laws of the Surviving Corporation in effect immediately prior to the Effective Time shall remain in effect upon and after the Effective Time.

6. Officers, Directors.

At the Effective Time, the officers and directors of the Surviving Corporation, shall remain the officers (holding the same offices) and directors of the Surviving Corporation, and after the Effective Time shall serve in accordance with the Certificate of Incorporation and the By-laws of the Surviving Corporation.

7. Effect on Shares.

At the Effective Time, by virtue of the Merger, common stock of Esquire and Verdatum issued and outstanding immediately prior to the Effective Time shall cease to exist, with no payment being made with respect thereto.

8. Filing of Articles of Merger and Certificate of Ownership and Merger.

Upon the execution of this Merger Agreement, the Entities shall (a) cause to be executed Articles of Merger in compliance with the provisions of the applicable laws of the State of Nevada and shall deliver the same for filing to the Secretary of State of the State of Nevada and (b) cause to be executed a Certificate of Ownership and Merger in compliance with the provisions of the applicable laws of the State of Delaware and shall deliver the same for filing to the Secretary of State of the State of Delaware.

9. Amendments.

Prior to the Effective Time, this Merger Agreement may be amended except that any amendment shall not change:

(a) the amount or kind of shares, obligations, cash, property or rights to be received in exchange for or on conversion of all or any of the ownership of the Entities;

(b) any provision of the Certificate of Incorporation or By-laws of the Surviving Corporation as it is to be in effect immediately following consummation of the Merger, except provisions that may be amended without approval of the sole stockholder of the Surviving Corporation; or

(c) any of the other terms and conditions of the Merger Agreement if the change would adversely affect the holders of any ownership interests of the Entities.

10. General Provisions.

(a) Governing Law

This Merger Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that State.

(b) Severability

If any term or other provision of this Merger Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Merger Agreement shall nevertheless remain in full force and effect.

(c) Entire Agreement

This Merger Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.


(d) Further Assurances

From time to time, as and when required or requested by either of the Entities, as applicable, or by their respective successors and assigns, there shall be executed and delivered on behalf of the other party, or their respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of either of the Entities, as the case may be, and otherwise to carry out the purposes of this Merger Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, as of the day, month and year first above written, the parties, intending to be legally bound, have caused this Agreement and Plan of Merger to be signed by their duly authorized representatives.

BIGHAND INC.,  
a Delaware corporation

By:   
Name: Jonathan Ardron  
Title: Chief Executive Officer

ESQUIRE INNOVATIONS, INC.,  
a Nevada corporation

By: \_\_\_\_\_  
Name: Eric Wangler  
Title: President

VERDATUM INC.,  
a Delaware corporation

By:   
Name: Jonathan Ardron  
Title: Chief Executive Officer

203229270

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

TRADEMARK  
REEL: 005727 FRAME: 0041

STATE OF DELAWARE  
CERTIFICATE OF OWNERSHIP

SUBSIDIARY INTO PARENT – SECTION 253

CERTIFICATE OF OWNERSHIP

MERGING

VERDATUM INC.

AND

ESQUIRE INNOVATIONS, INC.

INTO

BIGHAND INC.

Pursuant to Section 253 of the General Corporation Law of Delaware, BigHand Inc., a corporation incorporated on the 14<sup>th</sup> day of June, 2006 pursuant to the provision of the General Corporation Law of the State of Delaware (the "Corporation");

DOES HEREBY CERTIFY that the Corporation owns 100% of the capital stock of Esquire Innovations, Inc., a corporation incorporated on the 16<sup>th</sup> day of January, 2002, pursuant to the provisions of the Revised Statutes of the State of Nevada, and that the Corporation, by a resolution of its Board of Directors duly adopted at a meeting held on October \_\_\_\_, 2015, determined to and did merger into itself said Esquire Innovations; and

FURTHER DOES HEREBY CERTIFY that the Corporation owns 100% of the capital stock of Verdatum Inc., a corporation incorporated on the 5<sup>th</sup> day of March, 2013, pursuant to the provisions of the General Corporation Law of the State of Delaware, and that the Corporation, by a resolution of its Board of Directors duly adopted at a meeting held on October \_\_\_\_, 2015, determined to and did merger into itself said Verdatum; and

FURTHER DOES HEREBY CERTIFY that the following resolutions were approved in the following words to wit:

WHEREAS, the Corporation lawfully owns (a) 100% of the issued and outstanding common stock of Esquire Innovations, Inc. a corporation organized and existing under the laws of the State of Nevada ("Esquire"), and (b) 100% of the issued and outstanding common stock of Verdatum, Inc., a corporation organized and existing under the laws of the State of Delaware ("Verdatum"); and

WHEREAS, the Corporation desires to merge into itself the said Esquire and Verdatum, and to be possessed of all the estate, property, rights, privileges and franchises of said corporations.

NOW, THEREFORE, BE IT RESOLVED, that this Corporation merge into itself and assume all of their liabilities and obligations; and be it

FURTHER RESOLVED, that an authorized officer of this Corporation be and hereby is directed to make and execute a Certificate of Ownership setting forth a copy of the resolutions to merge said Esquire and Verdatum and assume their liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County; and be it

FURTHER RESOLVED, that the officers of this Corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger.

IN WITNESS WHEREOF, said parent corporation has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this \_\_\_\_\_ day of October, 2015.

By:   
Name: Jonathan Ardron  
Title: Chief Executive Officer



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 1**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Articles of Merger  
 (Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

Esquire Innovations, Inc.  
 Name of merging entity

Nevada  
 Jurisdiction

Corporation  
 Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

and,

BigHand Inc.  
 Name of surviving entity

Delaware  
 Jurisdiction

Corporation  
 Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

**Filing Fee: \$350.00**

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 1  
 Revised: 1-6-15



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 2**

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: BigHand Inc.

c/o: 125 S. Wacker Drive, Suite 300  
 Chicago, IL 60606

3) Choose one:

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

BigHand Inc.

Name of surviving entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 2  
 Revised: 1-5-18

**TRADEMARK**  
**REEL: 005727 FRAME: 0045**





BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 3**

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(b) The plan was approved by the required consent of the owners of \*:

Esquire Innovations, Inc.  
 Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 3  
 Revised: 1-6-15



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 4**

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

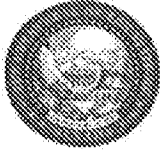
Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 4  
 Revised: 1-6-15



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
**Page 5**

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)\*:

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date:

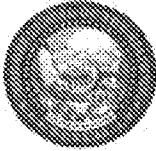
Time:

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 5  
 Revised: 1-5-15

**TRADEMARK**  
**REEL: 005727 FRAME: 0048**



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Esquire Innovations, Inc.  
 Name of merging entity

X [Signature] Chief Executive Officer  
 Signature Title Date

Name of merging entity

X  
 Signature Title Date

Name of merging entity

X  
 Signature Title Date

Name of merging entity

X  
 Signature Title Date

and,

BigHand Inc.  
 Name of surviving entity

X [Signature] Chief Executive Officer  
 Signature Title Date

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

*This form must be accompanied by appropriate fees.*

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SCHEDULE A

REGISTRATION NO.	MARK	CURRENT ID OF GOODS
4,073,537	VERDATUM & Design	Computer hardware and software used for the control of voice controlled information and communication devices, in Int'l Class 9
4,414,740	IHYPERSTYLES	Software for document formatting for general use and formatting, numbering, styling and renovation of documents, in int'l Class 9
3,868,792	METASEALANT	Computer software application for document scrubbing, protection, document viewing, editing, tracking copying restrictions, in Int'l Class 9
3,855,086	ICREATEDA	Computer application software for document assembly, in int'l Class 9
3,169,806	IREDLINELITE	Computer application software for document production, namely, a utility which accepts and rejects changes in a comparison document, in Int'l Class 9
2,978,354	ISCRUB	Computer application software for document production, namely a meta-data removal utility, in Int'l Class 9
2,911,654	IDISCOVER	Computer application software for document production, namely a metadata reporting tool, in Int'l Class 9
2,981,703	IREDLINE	Computer application software for document production, namely a document comparison tool, in Int'l Class 9
4,063,996	IDOCID	Automated document identification system for document management

		systems and word processing applications comprised of computer software for identifying documents, in Int'l Class 9
3,941,876	ICREATEDA	Computer application software for document assembly, in Int'l Class 9
4,063,862	IDOCID	Automated document identification system for document management systems and word processing applications comprised of computer software for identifying documents, in Int'l Class 9
3,771,999	SPINCYCLE	Computer application software for document production, namely, a metadata removal utility, in int'l Class 9
3,864,927	ENHANCED NATIVE ARCHITECTURE	Design, development and implementation of software, in Int'l Class 42
3,425,476	ESQUIRE INNOVATIONS, INC.	Computer application software for metadata management, document creation, document drafting, document assembly, document scrubbing and document protection, in Int'l Class 9
3,425,472	ISCRUB	Computer application software for document production, namely a meta-data removal utility, in Int'l Class 9
2,383,001	Rectangle Drawing (Design Only)	Computer software used for document management for general use, in Int'l Class 9
2,422,750	ICREATE	Computer application software for document management, for general use, in Int'l Class 9

**TRADEMARK**