

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	07/01/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capgemini Financial Services U.S.A., Inc.		06/01/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capgemini America, Inc.		
<b>Street Address:</b>	623 Fifth Avenue		
<b>Internal Address:</b>	33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2197916	KANBAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039056747		
<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>	2035574224		
<b>Email:</b>	klewertoff@ferdinandip.com		
<b>Correspondent Name:</b>	Katrin Lewertoff		
<b>Address Line 1:</b>	129 Post Road East		
<b>Address Line 4:</b>	Westport, CONNECTICUT 06880		
<b>NAME OF SUBMITTER:</b>	Katrin Lewertoff		
<b>SIGNATURE:</b>	/KL/		
<b>DATE SIGNED:</b>	07/11/2016		
<b>Total Attachments: 14</b>			
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## OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JUNE 10, 2016

6076-222-8

ILLINOIS CORPORATION SERVICE C  
801 ADLAI STEVENSON DRIVE  
SPRINGFIELD, IL 62703-4261

RE CAPGEMINI AMERICA, INC.

DEAR SIR OR MADAM:

ENCLOSED ARE ARTICLES OF MERGER REGARDING THE ABOVE NAMED CORPORATION. FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

DO NOT OVERLOOK THE FACT THAT THE SURVIVING CORPORATION MUST FURNISH THIS OFFICE WITH A COPY OF THE MERGER CERTIFIED BY THE PROPER OFFICIAL OF ITS HOME STATE, AS PROVIDED BY SECTION 13.35 OF THE ACT, AND MUST ALSO FILE A REPORT FOLLOWING MERGER AS PROVIDED BY SECTION 14.35. THIS FORM IS AVAILABLE ON OUR WEBSITE, [WWW.CYBERDRIVEILLINOIS.COM](http://WWW.CYBERDRIVEILLINOIS.COM). CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

FORM **BCA 11.25** (rev. Dec. 2003)  
**ARTICLES OF MERGER,  
CONSOLIDATION OR EXCHANGE**  
Business Corporation Act

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-6961  
www.cyberdriveillinois.com


**FILED**

JUN 10 2016

JESSE WHITE  
SECRETARY OF STATE

Remit payment in the form of a  
check or money order payable  
to Secretary of State.

Filing fee is \$100, but if merger or  
consolidation involves more than two  
corporations, submit \$50 for each  
additional corporation.

File # 5539-020-7 Filing Fee: \$ 100.00 Approved: 

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

**NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.**

1. Names of Corporations proposing to merge  
consolidate and State or Country of incorporation.  
exchange shares

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Capgemini Financial Services USA Inc.</u>	<u>Illinois</u>	<u>55390207</u>
<u>Capgemini America, Inc.</u>	<u>New Jersey</u>	<u>60762228</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the surviving new corporation: Capgemini America, Inc.  
acquiring

b. Corporation shall be governed by the laws of: New Jersey

For more space, attach additional sheets of this size.

4. Plan of merger  
consolidation is as follows:  
exchange

The Effective Date of the merger shall be July 1, 2016; Capgemini America, Inc. ("CGA"), a wholly-owned subsidiary of Capgemini North America, Inc. ("CGNA"), shall survive the Merger and be governed by the laws of the State of New Jersey, and the separate existence of Capgemini Financial Services USA Inc. ("CGFS"), which is also a wholly-owned subsidiary of CGNA, shall cease forthwith upon the Effective Date; the authorized capital stock of CGA shall remain as prior to the Merger; on the Effective Date, all of the issued and outstanding shares of capital stock of CGFS shall be cancelled.

5. The merger consolidation exchange was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
<u>Capgemini Financial Services USA</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

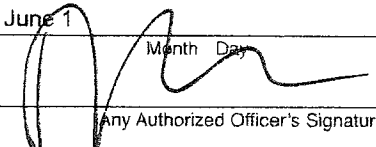
b. Not applicable to 100 percent-owned subsidiaries.

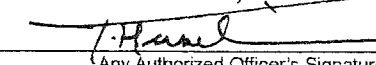
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated June 1, 2016, Capgemini Financial Services USA Inc.  
Month Day Year Exact Name of Corporation  
  
 Any Authorized Officer's Signature  
Thierry Delaporte, President  
Name and Title (type or print)

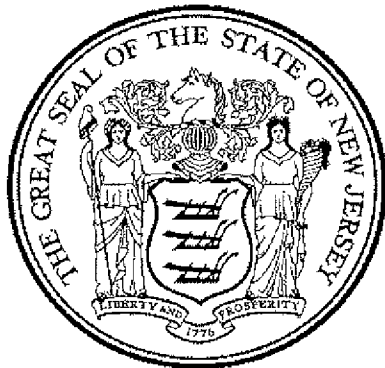
Dated June 1, 2016, Capgemini America, Inc.  
Month Day Year Exact Name of Corporation  
  
 Any Authorized Officer's Signature  
Paul Hermelin, Chairman  
Name and Title (type or print)

Dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Day Year Exact Name of Corporation  
 \_\_\_\_\_  
 Any Authorized Officer's Signature  
 \_\_\_\_\_  
 Name and Title (type or print)

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)  
0100245598

CAPGEMINI AMERICA, INC.

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department the below  
listed document(s) and that the foregoing is a  
true copy of the  
Certificate of Merger  
Filed in this Office  
June 17th, 2016  
as the same is taken from and compared with the  
original(s) filed in this office on the date set  
forth on each instrument and now remaining on file  
and of record in my office.*



Certificate Number: 138687555

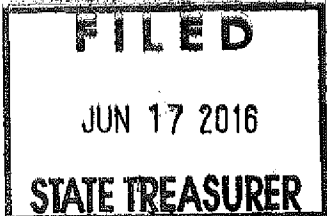
Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
20th day of June, 2016*

A handwritten signature in cursive script, appearing to read "Ford M. Scudder".

*Ford M Scudder  
Acting State Treasurer*



CERTIFICATE OF MERGER
OF
CAPGEMINI FINANCIAL SERVICES USA INC.
(An Illinois Corporation)
WITH AND INTO
CAPGEMINI AMERICA, INC.
(A New Jersey Corporation)

Pursuant to the provisions of Section 14A:10-4.1 of the New Jersey Business Corporation Act (the "Act"), the undersigned corporations, Capgemini America, Inc., a New Jersey corporation ("Capgemini") and Capgemini Financial Services USA Inc., an Illinois corporation ("CGFS USA"), adopt the following Certificate of Merger for the purpose of merging CGFS USA with and into Capgemini, with Capgemini being the surviving corporation (the "Merger").

- 1. The name of the surviving corporation is Capgemini America, Inc.
2. The participating business corporations are as follows:

Table with 3 columns: Name, Jurisdiction, New Jersey Business Identification Number. Rows include Capgemini America, Inc. (New Jersey, 0100245598) and Capgemini Financial Services USA Inc. (Illinois, 0101012118).

- 3. The Agreement and Plan of Merger is attached hereto as Exhibit A.
4. The Agreement and Plan of Merger was approved by the sole shareholder of CGFS USA on June 1, 2016.
5. The total number of shares of common stock, par value \$1.00, of CGFS USA (the "CGFUSA Common Stock") entitled to vote on the approval of the Agreement and Plan of Merger was 1,259 shares.
6. The number of shares of CGFS USA Common Stock voting for and against the Agreement and Plan of Merger is as follows:

Table with 2 columns: Number of Shares of CGFS USA Common Stock Voting "For", Number of Shares of CGFS USA Common Stock Voting "Against". Values: 1,259 and 0.

- 7. The Agreement and Plan of Merger was approved by the board of directors of Capgemini on June 1, 2016 and no vote of the shareholders of Capgemini was required because of the applicability of Section 14A:10-3(4) of the Act.

Handwritten signatures and numbers: 5003113, 5003114, 19275337 v3

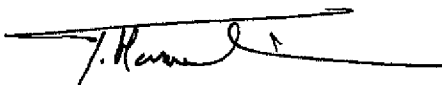


8. CGFS USA has complied with, or upon compliance with applicable filing and recording requirements, will comply with, the applicable provisions of the laws of the State of Illinois.

9. The Merger shall be effective at 12:01 a.m. on July 1, 2016.

IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be signed and delivered as of June 1, 2016.

CAPGEMINI AMERICA, INC.

By: 

Name: Paul Hermelin

Title: Chairman

CAPGEMINI FINANCIAL SERVICES USA INC.

By: 

Name: Thierry Delaporte

Title: President

**AGREEMENT AND PLAN OF MERGER**  
**MERGING**  
**CAPGEMINI FINANCIAL SERVICES USA INC.**  
**WITH AND INTO**  
**CAPGEMINI AMERICA, INC.**

**Effective as of July 1, 2016**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of June 1, 2016, by and between Capgemini Financial Services USA Inc., an Illinois corporation ("CGFS USA"), and Capgemini America, Inc., a New Jersey corporation ("CGA NJ").

#### RECITALS

WHEREAS, each of CGA NJ and CGFS USA are wholly-owned subsidiaries of Capgemini North America, Inc. ("CGNA"); and

WHEREAS, CGA NJ was formed on December 18, 1984 and its sole stockholder, holding 1,100 shares of Class B common stock, no par value per share, is CGNA; and

WHEREAS, CGFS USA was formed on February 1, 1989 and its sole stockholder, holding 1,259 shares of common stock, par value \$1.00, is CGNA; and

WHEREAS, in connection with an internal reorganization, the respective boards of directors of CGA NJ and CGFS USA deem it advisable and in the best interests of CGA NJ and CGFS USA, respectively, to merge CGFS USA with and into CGA NJ (the "Merger") upon the terms and conditions set forth herein; and

WHEREAS, CGNA, as the sole stockholder of CGFS USA, has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement, in accordance with the Illinois Business Corporation Act, as amended (the "IBCA") and the New Jersey Business Corporation Act, as amended (the "NJBCA"), advisable and fair to, and in the best interests of, CGFS USA; and

WHEREAS, the board of directors of CGA NJ has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement, in accordance with the NJBCA, and the IBCA, advisable and fair to, and in the best interests of, CGA NJ; and

WHEREAS, the board of directors of CGFS USA has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement, in accordance with the IBCA and the NJBCA, advisable and fair to, and in the best interests of CGFS USA; and

WHEREAS, CGFS USA and CGA NJ desire to provide for the consummation of the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with the authority contained in Article 11 of the IBCA and Section 14A:10 of the NJBCA, CGFS USA shall be merged with and into CGA NJ at the Effective Date.

2. Effective Date. The Merger shall become effective at 12:01 a.m. on July 1, 2016 (the "Effective Date") upon the filing of the Articles of Merger and other appropriate documents with the Secretary of State of the State of Illinois and a Certificate of Merger with the Secretary of State of the State of New Jersey.

3. Effect of Merger. On the Effective Date, the separate legal existence of CGFS USA shall cease (except as provided in paragraph 7 below) and CGA NJ shall be the surviving entity. The consummation of the Merger shall have the effects set forth in this Agreement and the applicable provisions of the IBCA and the NJBCA with respect to a merger of a non-New Jersey corporation with and into a New Jersey corporation such that, among other things, CGA NJ, as the surviving entity, shall possess all assets and property of every description and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of CGFS USA, and, subject to the limitations specified in Article 11 of the IBCA, all obligations belonging to or due to CGFS USA, all of which are vested in CGA NJ, as the surviving entity, without further act or deed. Title to any real estate or any interest in the real estate vested in CGFS USA shall not revert or in any way be impaired by reason of the Merger.

4. Treatment of Shares and Interests. On the Effective Date, by virtue of the Merger and without any action on the part of CGA NJ and CGFS USA or the equity holders thereof, respectively, the issued shares and treasury shares of CGFS USA shall be cancelled and cease to exist and no cash or other consideration shall be delivered in exchange therefor. The shares of CGA NJ, as the surviving entity, shall remain unchanged, such that all issued and outstanding shares of CGA NJ, shall remain issued and outstanding and all other authorized shares shall remain authorized but unissued.

5. Certificate of Incorporation; Bylaws. The Certificate of Incorporation and the Bylaws of CGA NJ, as the surviving entity, in effect on the Effective Date shall be the Certificate of Incorporation and the Bylaws, respectively, until thereafter changed or amended as provided therein or by applicable law.

6. Directors and Officers. The directors and officers of CGA NJ as they exist on the Effective Date shall be the directors and officers of CGA NJ following the Effective Date, and shall hold such directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of CGA NJ.

7. Further Assurances. On the Effective Date, the separate existence of CGFS USA shall cease, except that whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or rights in CGA NJ, as the surviving entity, the officers or other authorized representatives of CGFS USA shall execute, acknowledge, and deliver those instruments and do those acts. For these purposes, the existence of CGFS USA and the authority of its respective officers, directors or other authorized representatives are continued notwithstanding the Merger. Notwithstanding the foregoing, after the Effective Date, CGA NJ may execute and deliver such deeds, assignments, assurances and other documents and do all other things necessary or desirable to vest, perfect or confirm title to the property and rights of CGFS USA and otherwise carry out the purposes of the Merger in the name of CGFS USA or otherwise.

8. Effect of Merger. On or after the Effective Date, CGA NJ shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of CGFS USA; all debts due to CGFS USA on whatever account shall be vested in CGA NJ; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of CGA NJ as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in CGA NJ shall not revert or in any way be impaired by reason of the Merger, but shall be vested in CGA NJ, all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved and unimpaired, limited in lien to the property affected by such lien at the Effective Date of the Merger; all debts, liabilities, obligations and duties of the respective parties hereto shall thenceforth attach to CGA NJ and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

9. Principal Office / Registered Agent. From and after the Effective Date, the location of the principal office of CGA NJ shall remain the same as the principal office of CGA NJ prior to the Merger, and the name of its registered agent in New Jersey shall be that which is stated in the Certificate of Incorporation or Bylaws, as applicable, of CGA NJ.

10. Termination. This Agreement may be terminated and the Merger abandoned by either party hereto at any time prior to the Effective Date.

11. Amendment and Modification. This Agreement may be amended at any time prior to the Effective Date pursuant to an instrument in writing signed by all of the parties hereto in a manner not inconsistent with the NJBCA or the IBCA (as the case may be).

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable conflict or choice of law rules.

13. Severability. If any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect and such invalidity or unenforceability shall not affect the validity or enforceability of the other terms and provisions.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (whether delivered electronically or otherwise) and all of which together shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

**CAPGEMINI FINANCIALS SERVICES  
USA INC.**

By:   
Name: Thierry Delaporte  
Title: President

**CAPGEMINI AMERICA, INC.**

By:   
Name: Tim Bridges  
Title: General Manager, Authorized Signatory

[Signature Page to Agreement and Plan of Merger]