

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435806

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EnableComp, Inc.		04/21/2011	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Complete Holdings Group, Inc.		
<b>Street Address:</b>	206 Gothic Court		
<b>Internal Address:</b>	Suite 308		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2639533	ENABLECOMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<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>	615-850-8555		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Stephen Quinn		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	026302.76108		
<b>NAME OF SUBMITTER:</b>	Stephen Quinn		
<b>SIGNATURE:</b>	/STEPHEN QUINN/		
<b>DATE SIGNED:</b>	07/19/2017		
<b>Total Attachments: 6</b>			
source=Complete Holdings Group TN SOS#page1.tif			
source=Complete Holdings Group TN SOS#page2.tif			
source=Complete Holdings Group TN SOS#page3.tif			

OP \$40.00 2639533

source=Complete Holdings Group TN SOS#page4.tif  
source=Complete Holdings Group TN SOS#page5.tif  
source=Complete Holdings Group TN SOS#page6.tif

RECEIVED  
STATE OF TENNESSEE

2011 APR 21 PM 3:51

**CERTIFICATE**

To the Secretary of the State of Tennessee:

IRE HARGETT  
SECRETARY OF STATE

In accordance with provisions of Sections 48-20-106 and 48-20-107 of the Tennessee Business Corporation Act (the "Act"), EnableComp, Inc. (the "Corporation"), organized and existing under and by virtue of the provisions of the Act and all amendments thereto, does hereby submit for filing the attached Amended and Restated Charter of the Corporation.

1. The name of the Corporation is EnableComp, Inc..
2. The Amended and Restated Charter as approved by the Board of Directors and the shareholders of the Corporation provides that the name of the Corporation is changed to "Complete Holdings Group, Inc."
3. The Amended and Restated Charter of the Corporation was approved on April 21, 2011 by the Board of Directors and on April 21, 2011 by the shareholders of the Corporation entitled to vote thereon.

April 21, 2011

**ENABLECOMP, INC.**

By: Phil Clark

Name: Phil Clark

Title: VP of Finance

**AMENDED AND RESTATED CHARTER  
OF  
COMPLETE HOLDINGS GROUP, INC.**

RECEIVED  
STATE OF TENNESSEE  
2011 APR 21 PM 3:51

The undersigned corporation, pursuant to Section 48-20-107 of the Tennessee Business Corporation Act (the "Act"), adopts the following Amended and Restated Charter:

IRE HARGETT  
SECRETARY OF STATE

1. **Name.** The name of the Corporation is Complete Holdings Group, Inc. (the "Corporation").

2. **Term.** The period of the Corporation is perpetual.

3. **For Profit.** The Corporation is for profit.

4. **Purpose.** The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the Act.

5. **Authorized Shares.** The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 1,000,000 shares of Class A Common Stock, \$0.01 par value per share ("Class A Common Stock"), and (ii) 10,000,000 shares of Class B Common Stock, \$0.01 par value per share ("Class B Common Stock"). The following is a statement of the designations and the powers, privileges and rights and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. CLASS A COMMON STOCK

1. **Voting.** The holders of the Class A Common Stock are entitled to one vote for each share of Class A Common Stock held at all meetings of shareholders (and written actions in lieu of meetings).

2. **Liquidation, Dissolution or Winding Up; Certain Acquisitions and Asset Transfers.**

2.1. **Payments to Holders of Class A Common Stock.** Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation Event"), or upon the occurrence of an Acquisition or Asset Transfer (as defined in Section 2.3 below), before any distribution or payment shall be made to the holders of any Class B Common Stock, the holders of Class A Common Stock shall be entitled to be paid out of the assets of the Corporation legally available for distribution for each share of Class A Common Stock held by them, an amount equal to One Dollar (\$1.00) per share of Class A Common Stock (the "Liquidation Preference"). If, upon any such Liquidation Event, Acquisition or Asset Transfer, the assets of the Corporation (or the consideration received by the Corporation or its shareholders in such Acquisition or Asset Transfer) shall be insufficient to make payment in full to all holders of Class A Common Stock of the Liquidation Preference, then such assets (or consideration) shall be distributed among the holders of Class A Common Stock at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

RECEIVED  
STATE OF TENNESSEE  
2011 APR 21 PM 3:51  
TREV HARGETT  
SECRETARY OF STATE

2.2 Payments to Holders of Class B Common Stock. After the payment of the full Liquidation Preference of the Class A Common Stock set forth above, the assets of the Corporation legally available for distribution in such Liquidation Event (or the consideration received by the Corporation or its shareholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Class A Common Stock and Class B Common Stock.

2.3 Definitions. For purposes of this Article, the following definitions shall apply:

“Acquisition” shall mean (A) any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shareholders of the Corporation immediately prior to such consolidation, merger or reorganization, continue to hold directly or indirectly at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Corporation is a party in which in excess of fifty percent (50%) of the Corporation’s voting power is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof.

“Asset Transfer” shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Corporation.

2.4. Determination of Value. If, in any Acquisition or Asset Transfer, the consideration to be received consists of securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors on the date such determination is made.

3. Dividends. The Corporation may pay dividends on the Class A Common Stock when and as declared by the Board of Directors.

B. CLASS B COMMON STOCK

1. Voting. The holders of the Class B Common Stock are entitled to one vote for each share of Class B Common Stock held at all meetings of shareholders (and written actions in lieu of meetings).

2. Dividends. The Corporation may pay dividends on the Class B Common Stock when and as declared by the Board of Directors.

6. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 256 Seaboard Lane, Suite E 106, in the City of

Franklin, County of Williamson. The name of the Corporation's registered agent at such address is Phil Clark.

RECEIVED  
STATE OF TENNESSEE  
2011 APR 21 PM 3:51

7. **Principal Office.** The address of the principal office of the Corporation is 256 Seaboard Lane, Suite E 106, Franklin, Tennessee 37067.

THE HARGETT  
SECRETARY OF STATE

8. **Incorporator.** The name and address of the sole incorporator of the Corporation is John E. Gillmor, 1600 Division Street, Suite 700, Nashville, Tennessee 37203.

9. **Limitation of Liability.**

A. To the greatest extent permitted by Tennessee law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 48-18-304 of the Tennessee Code or (iv) for any transaction from which the director derives an improper personal benefit. If the Tennessee Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Code, as so amended.

B. Any repeal or modification of the foregoing paragraph by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

10. **Indemnification.**

A. **Rights to Indemnification.** Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Tennessee Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors. The right to indemnification conferred in this Article

6883.1156

RECEIVED  
STATE OF TENNESSEE

2014 APR 21 PM 3:51

SECRETARY OF STATE

shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Code requires, all advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination by prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Amended and Restated Charter or any Bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the

Tennessee Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

11. **Bylaws.** Subject to any additional vote required by the Amended and Restated Charter or Bylaws of the Corporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

12. **Number of Directors.** Subject to any additional vote required by the Amended and Restated Charter or Bylaws of the Corporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

13. **Election of Directors.** The election of the Corporation's directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

14. **Adoption.** This Amended and Restated Charter of the Corporation was approved on April \_\_, 2011 by the Board of Directors and on April \_\_, 2011 by the shareholders of the Corporation entitled to vote thereon.

Dated: April 21, 2011

**COMPLETE HOLDINGS GROUP, INC.**

By: Phil Clark

Name: Phil Clark

Title: VP of Finance

RECEIVED  
STATE OF TENNESSEE  
2011 APR 21 PM 3:51  
THE HARGETT  
SECRETARY OF STATE