

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Network Security Professionals, Inc.		03/24/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	NetSPI Inc.		
Street Address:	800 Washington Ave. N., Suite 670		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4099395	CORRELATEDVM	
Registration Number:	4099394	CORRELATEDVM	
CORRESPONDENCE DATA			
Fax Number:	6152522389		
<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>			
Phone:	6152522389		
Email:	pwalker@bradley.com		
Correspondent Name:	Phillip E. Walker		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Phillip E. Walker		
SIGNATURE:	/Phillip E. Walker/		
DATE SIGNED:	12/01/2017		
Total Attachments: 5			
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**AGREEMENT AND PLAN OF CONVERSION
OF
NETWORK SECURITY PROFESSIONALS, INC.
INTO
NETSPI, LLC**

THIS **AGREEMENT AND PLAN OF CONVERSION** (this "Agreement") is entered into by and between Network Security Professionals, Inc. (d/b/a NetSPI), a Minnesota corporation (referred to herein as the "Company"), and DGSPJB Holdings, Inc., a Delaware corporation and the sole shareholder of the Company (the "Shareholder") as of March 24, 2017 (the "Effective Date").

RE C I T A L S

WHEREAS, the Shareholder owns all of the issued and outstanding capital stock of the Company (the "Shares"); and

WHEREAS, the board of directors of the Company (the "Board") and the Shareholder have determined that is in the best interests of the Company and the Shareholder to convert the Company into NetSPI, LLC, a Delaware limited liability company (the "Conversion"), in accordance Section 18-214 of the Delaware Limited Liability Act and Sections 302A.681-691 of the Minnesota Business Corporation Act, as amended (the "MBCA"); and

WHEREAS, the Shareholder wishes to convert the Shares into membership units of NetSPI, LLC (the "Equity Interests"), in the amount set forth below the Shareholder's name on the signature page hereto.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, undertakings and obligations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. ***Plan of Conversion.***

(a) The name of the converting entity is Network Security Professionals, Inc., a Minnesota corporation.

(b) The name of the converted entity is NetSPI, LLC, a Delaware limited liability company.

(c) The Company, the converting entity, is continuing its existence in the organizational form of NetSPI, LLC, the converted entity. NetSPI, LLC shall continue the historic business of the Company using the historic business assets of the Company.

(d) NetSPI, LLC, the converted entity, is a limited liability company formed under the laws of the State of Delaware.

(e) The Articles of Conversion to be filed with the Secretary of State of the State of Minnesota is attached hereto as **Exhibit A** (the “MN Articles of Conversion”).

(f) The Certificate of Conversion to be filed with the Secretary of State of the State of Delaware is attached hereto as **Exhibit B** (the “DE Conversion Certificate”).

(g) The Certificate of Formation of NetSPI, LLC is attached hereto as **Exhibit C** (the “Certificate”).

2. ***Issuance of Equity Interests.***

(a) Upon the filing of (i) the MN Articles of Conversion with the Secretary of State of the State of Minnesota and (ii) the Certificate and the DE Conversion Certificate with the Secretary of State of the State of Delaware (the “Effective Time”), the Shares shall automatically convert into the Equity Interests.

(b) The Shareholder acknowledges that the Shares will, immediately following the Conversion, represent the same percentage of ownership in NetSPI, LLC as the Shareholder holds in Network Security Professionals, Inc. immediately prior to the Conversion.

3. ***Representations, Warranties and Covenants of Members.*** The Shareholder represents, warrants, and covenants to the Company as follows:

(a) ***Title to Equity.*** The Shares are owned of record and beneficially by the Shareholder. The Shareholder has good and valid title to the Shares, free and clear of any liens, claims, charges, restrictions, pledges, security interest, options, warrants or other legal or equitable encumbrances.

(b) ***Entire Interest.*** Notwithstanding anything to the contrary in any previous agreement(s) between the Shareholder and the Company, including but not limited to any subscription and/or consulting agreements, the Shareholder agrees that the Equity Interests represent the totality of all securities that the Shareholder is entitled to receive with respect to both NetSPI, LLC and Network Security Professionals, Inc. The Shareholder agrees that this issuance of the Equity Interests discharges all previous or future obligations of the Company to issue any additional securities of either NetSPI, LLC or Network Security Professionals, Inc.

4. ***Waiver of Notice.*** The Shareholder hereby waives the notice period(s) set forth in the MBCA.

5. ***Managers of the Converted Entity.*** By virtue of the Conversion and without any action on the part of the Shareholder, the members of the Board of the Company immediately prior to the Effective Time shall become the managers of NetSPI, LLC immediately following the Effective Time.

6. *Miscellaneous.*

(a) *Applicable Law.* This agreement shall be governed in all respects by the internal laws of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to conflict of laws rules.

(b) *Effectiveness; Counterparts.* This Agreement shall become effective when signed by the Company and the Shareholder. The Conversion shall be effective as of the first date thereafter the Company files the Certificate and the DE Conversion Certificate with the Delaware Secretary of State. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument.

(c) *Waiver.* No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any covenants or agreements contained herein. No failure to exercise and no delay in exercising any right, power or privilege of a party hereunder shall operate as a waiver or a consent to the modification of the terms hereof unless given by the party in writing. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach.

(d) *Entire Agreement.* This Agreement and agreements effectuating the transactions constitute the entire agreements and understandings between the parties hereto with respect to the subject matter covered hereby, and supersedes any prior or contemporaneous agreement or understanding related to the subject matter hereof and thereof.

(e) *Modification or Amendment.* This Agreement may be modified or amended only by written agreement executed and delivered by all parties hereto. Any such modification or amendment shall be binding on all parties hereto.

(f) *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives.

(g) *Headings.* The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation hereof.

(h) *Severability.* If any provision set forth in this Agreement is determined by a court of competent jurisdiction to be unenforceable by reason of its being too extensive in any respect, such provision shall be interpreted to have the broadest application as shall be enforceable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity of the other provisions hereof, which shall continue in full force and effect.

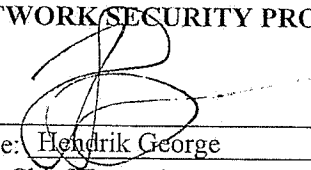
(i) *Telecopy Execution and Delivery.* A facsimile, telecopy, scanned .pdf document, or other reproduction of this Agreement may be executed by one or more parties hereto,

and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile, scanned .pdf document, or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, scanned .pdf document, telecopy or other reproduction hereof.

[Remainder of page left intentionally blank; signature pages follow]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Conversion as of the day and year first above written.

NETWORK SECURITY PROFESSIONALS, INC.

By: 
Name: Hendrik George
Its: Chief Executive Officer

Shareholder:

DGSPJB HOLDINGS, INC.

By: 
Name: Hendrik George
Its: Chief Executive Officer

Network Security Professionals, Inc.

Existing Shares to be Converted:

10,700,000 shares

NetSPI, LLC

Equity Interests To Be Issued:

1,000 membership units

Signature Page to Agreement and Plan of Conversion