

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652179

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>RESUBMIT DOCUMENT ID:</b>	900617965		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DELVE, INC.		04/27/2021	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delve, LLC		
<b>Street Address:</b>	1010 EAST WASHINGTON AVENUE, SUITE 210		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53703		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6148559	DELVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026725399		
<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>	202-672-5300		
<b>Email:</b>	IPDocketing@foley.com		
<b>Correspondent Name:</b>	Katherine P. Califa		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	3000 K Street, N.W., Sixth Floor		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	127669-0101		
<b>NAME OF SUBMITTER:</b>	Katherine P. Califa		
<b>SIGNATURE:</b>	/Katherine P. Califa/		
<b>DATE SIGNED:</b>	06/07/2021		
<b>Total Attachments: 12</b>			
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**EXHIBIT A**

**PLAN OF CONVERSION**

**OF**

**DELVE, INC.**

**INTO**

**DELVE, LLC**

**THIS PLAN OF CONVERSION**, dated as of April 27, 2021 (this "Plan of Conversion"), is by Delve, Inc., a Wisconsin corporation (the "Company").

**WHEREAS**, the Company has 10,000 shares of common stock, no par value per share, ("Common Stock"), authorized for issuance, of which 6,291 shares are issued and outstanding as of the date hereof and all of which are owned of record by Delve Holdco, Inc., a Wisconsin corporation (the "Shareholder");

**WHEREAS**, the Board of Directors of the Company (the "Board") and the Shareholder deem it in the best interest of the Company that the Company be converted into a Wisconsin limited liability company (the "Conversion"), to be known as "Delve, LLC" (the "LLC") upon the terms and conditions provided in this Plan of Conversion and pursuant to Sections 180.1161(3) and (5) and 183.1207(3) and (5) of the Wisconsin Statutes; and

**WHEREAS**, pursuant to this Plan of Conversion, each share of Common Stock issued and outstanding will be converted into one unit of ownership interest in the LLC (each a "Unit").

**NOW, THEREFORE**, in consideration of the premises and the agreements herein contained, the Company hereby adopts and agrees to the following agreements, terms and conditions relating to the Conversion and the mode of carrying the same into effect:

**ARTICLE I  
THE CONVERSION**

**Section 1.1 The Conversion.**

Subject to the terms and conditions of this Plan of Conversion, the Company will be converted into a Wisconsin limited liability company in accordance with Sections 180.1161(3) and (5) and 183.1207(3) and (5) of the Wisconsin Statutes. The Wisconsin limited liability company shall be known as Delve, LLC.

**Section 1.2 Effective Time of Conversion.**

Subject to the provisions of this Plan of Conversion, a Certificate of Conversion and Articles of Organization shall be duly prepared and executed by the Company and thereafter delivered to the State of Wisconsin Department of Financial Institutions (the "DFI") for filing as soon as practicable after the date hereof. The Conversion shall become effective April 28, 2021 (the "Effective Time").

**Section 1.3 Continuation of Corporate Existence.**

Except as otherwise set forth herein, at the Effective Time, the corporate existence and identity of the Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue under the laws of the State of Wisconsin and shall remain unaffected and unimpaired by the Conversion. At the Effective Time, the corporate existence and identity of the Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall be converted into a limited liability company. The Conversion shall have the effects set forth in this Plan of Conversion and Sections 180.1161(3) and (5) and 183.1207(3) and (5) of the Wisconsin Statutes.

At the Effective Time:

(a) The Conversion of the Company into the LLC shall not be deemed to affect any obligations or liabilities of the Company incurred prior to the Conversion or the personal liability of any person incurred prior to the Conversion.

(b) All of the rights, privileges and powers of the Company, and all property, whether real, personal or mixed, and all debts due to the Company, as well as all other procedures and causes of action belonging to the Company, shall remain vested in the LLC and shall be the property of the LLC, and the title to any real property vested by deed or otherwise in the Company shall not revert or be in any way impaired by reason of the Conversion. All rights of creditors and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall remain attached to the LLC and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by it in its capacity as a limited liability company. The rights, privileges, powers and interests in property of the Company, as well as the debts, liabilities and duties of the Company, shall not be deemed, as a consequence of the Conversion, to have been transferred to the LLC to which the Company has converted for any purposes of the laws of the State of Wisconsin.

**Section 1.4 Filings with Wisconsin Department of Financial Institutions.**

Upon the adoption of this Plan of Conversion by the Shareholder, the authorized officer of the Company shall execute and file a Certificate of Conversion and Articles of Organization for the LLC with the DFI.

**ARTICLE II  
CORPORATE GOVERNANCE**

**Section 2.1 Charter.**

The Articles of Incorporation of the Company in effect at the Effective Time shall be cancelled, and Articles of Organization shall be filed with the DFI for the LLC as described in Section 1.2.

**Section 2.2 Board of Directors.**

At the Effective Time, the Company shall no longer have a Board of Directors and shall become a limited liability company managed by the manager of the LLC.

**Section 2.3 Officers**

At the Effective Time, the officers of the Company shall remain the officers of the LLC, unaffected by the Conversion.

**Section 2.4 Bylaws.**

The Bylaws of the Company in effect at the Effective Time shall be cancelled.

**Section 2.5 Operating Agreement.**

At the Effective Time, the Delve, LLC Operating Agreement shall be adopted as the Operating Agreement of the LLC as defined in Section 183.0102(16) of the Wisconsin Statutes.

**ARTICLE III  
COMMON STOCK AND UNITS**

**Section 3.1 Conversion of Shares.**

At the Effective Time, by virtue of the Conversion and without any action on the part of the Shareholder, each share of Common Stock issued and outstanding immediately prior to the Effective Time shall be automatically converted into a Unit and the Shareholder shall become the sole member of the LLC. The outstanding certificates representing shares of Common Stock shall thereafter be void and of no further force or effect. At the Effective Time, the Shareholder shall receive one Unit for each one share of Common Stock the Shareholder owns at the Effective Time.

**ARTICLE IV  
CONDITIONS; TERMINATION; MISCELLANEOUS**

**Section 4.1 Conditions to the Conversion.**

There are no conditions precedent to the consummation of the Conversion.

**Section 4.2 Termination.**

This Plan of Conversion may be terminated by the Company at any time prior to the Effective Time.

**Section 4.3 Amendment; Modification.**

Subject to applicable law, this Plan of Conversion may be amended, modified or supplemented at any time prior to the Effective Time only by written agreement of the Company.

**Section 4.4 Assignment; Parties in Interest.**

This Plan of Conversion shall be binding upon, and inure solely to the benefit of, the Company and the LLC and their respective successors and assigns, but shall not be assigned by the Company or the LLC, by operation of law or otherwise, without the prior written consent of the other party. Nothing in this Plan of Conversion, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Plan of Conversion.

**Section 4.5 Prior Acts Superseded.**

Except as otherwise provided herein, this Plan of Conversion supersedes any other agreement, whether written or oral, that may have been made or entered into by the Company or by any of its officers relating to the Conversion. This Plan of Conversion constitutes the entire agreement by the Company relating to the Conversion, and there are no agreements or commitments with respect to the Conversion except as set forth herein.

**Section 4.6 Captions and Counterparts.**

The captions in this Plan of Conversion are for convenience only and shall not be considered a part of, or affect the construction or interpretation of, any provision of this Plan of Conversion. This Plan of Conversion may be executed in several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

**Section 4.7 Governing Law.**

This Plan of Conversion shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

**Section 4.8 Tax Treatment.**

The parties intend for the Conversion to be disregarded for all U.S. federal and state income tax purposes. The parties shall treat and report the Conversion consistent with such intended treatment for all U.S. federal and state income tax purposes.

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**EXHIBIT B**

State of Wisconsin  
Department of Financial Institutions

**ARTICLES OF ORGANIZATION – LIMITED LIABILITY COMPANY**

**ARTICLE I**

The name of the limited liability company is Delve, LLC

**ARTICLE II**

The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.

**ARTICLE III**

The name of the registered agent is David Franchino.

**ARTICLE IV**

The address of the registered office is 1010 E. Washington Avenue, Suite 210, Madison, WI 53703-3130.

**ARTICLE V**

The management of the limited liability company shall be vested in its manager or managers.

*This instrument was drafted by, and should be returned to, Benjamin B. Genzer, Foley & Lardner LLP,  
777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.*