

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kable News Company, Inc.		12/19/2019	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Kable Product Services, Inc.
Street Address:	4275 Thunderbird Lane
City:	Fairfield
State/Country:	OHIO
Postal Code:	45014
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2600264	K
Registration Number:	2600265	KABLE FULFILLMENT SERVICES
Registration Number:	2600266	KABLE

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: (561) 804-4465
Email: cchediak@foxrothschild.com
Correspondent Name: Camila Chediak
Address Line 1: 777 S. Flagler Drive, Suite 1700
Address Line 4: West Palm Beach, FLORIDA 33401

NAME OF SUBMITTER:	Camila Chediak
SIGNATURE:	/Camila Chediak/
DATE SIGNED:	11/08/2022

Total Attachments: 10

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JAN 23 2020

JESSE WHITE
SECRETARY OF STATE

Delaware

The First State

6577-989-4

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\$100.00

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I, *JEFFREY W. BULLOCK*, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"KABLE NEWS COMPANY, INC.", AN ILLINOIS CORPORATION,
WITH AND INTO "KABLE PRODUCT SERVICES, INC." UNDER THE NAME OF "KABLE PRODUCT SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019, AT 11:09 O`CLOCK A.M.



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4443209 8100M
SR# 20198941268

Authentication: 204330098
Date: 12-31-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 007886 FRAME: 0987

**STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
KABLE NEWS COMPANY, INC.
WITH AND INTO
KABLE PRODUCT SERVICES, INC.**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Kable Product Services, Inc., a Delaware corporation, and the name of the corporation being merged into the surviving corporation is Kable News Company, Inc., an Illinois corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to the applicable state law of each constituent corporation, including Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Kable Product Services, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation prior to the merger shall continue to be its Certificate of Incorporation following the merger, until amended and changed pursuant to the provisions of the laws of the State of Delaware.

FIFTH: The authorized stock and par value of the non-Delaware corporation, Kable News Company, Inc., is 20,000 shares of common stock at a par value of \$5.00 per share.

SIXTH: The merger is to become effective on December 31, 2019.

SEVENTH: The Agreement and Plan of Merger is on file at an office of the surviving corporation, the address of which is 4275 Thunderbird Lane, Fairfield, Ohio 45014.

EIGHTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19 day of December, 2019.

By: 

Michael Duloc, President and CEO



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE-Secretary of State

2230-983-8

DECEMBER 31, 2019

ILLINOIS CORPORATION SERVICE COMPANY
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703

RE KABLE NEWS COMPANY, 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. CLICK ON
PUBLICATIONS ON THE MENU BAR.

SINCERELY,

Jesse White

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

DEC 31 2019

**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 # 22309838 Filing Fee: \$ 100⁰⁰ Approved: WR

----- 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 ~~consolidate~~ ^{merge} and State or Country of incorporation.
~~exchange-shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>/ Kable Product Services, Inc.</u>	<u>Delaware</u>	<u>65779854</u> <u>S.</u>
<u>/Kable News Company, Inc.</u>	<u>Illinois</u>	<u>22309838</u> <u>NS.</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 ~~new~~ ^{surviving} corporation: Kable Product Services, Inc.
~~acquiring~~

✓ b. Corporation shall be governed by the laws of: Delaware

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

The Plan of Merger is attached. The merger is to become effective on December 31, 2019.

5. The ~~consolidation~~ merger 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.
✓ Kable News Company, Inc.	<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:

- a. 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.
- b. 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
- c. 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 ✓ December 19, 2019, Kable Product Services, Inc.
Month Day Year Exact Name of Corporation

 Any Authorized Officer's Signature

Michael Duloc, President
 Name and Title (type or print)

Dated ✓ December 19, 2019, Kable News Company, Inc.
Month Day Year Exact Name of Corporation

 Any Authorized Officer's Signature

Michael Duloc, President
 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)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), is entered into as of December 19, 2019, by and among KABLE PRODUCT SERVICES, INC., a Delaware corporation (the "*Surviving Corporation*"), and KABLE NEWS COMPANY, INC., an Illinois corporation (the "*Merging Corporation*" and, together with the Surviving Corporation, the "*Constituent Corporations*").

RECITALS

1. At the date of this Agreement, the Merging Corporation's authorized capital stock consists of 20,000 shares of common stock, \$5.00 per share (the "*Merging Corporation Stock*"), of which 100 shares are issued and outstanding.
2. At the date of this Agreement, the Surviving Corporation's authorized capital stock consists of 1,000 shares of common stock, par value \$0.10 per share (the "*Surviving Corporation Stock*"), of which 100 shares are issued and outstanding.
3. The Stockholders and the Board of Directors of each of the Surviving Corporation and the Merging Corporation deem it advisable and in the best interests of each such party that the Merging Corporation be merged with and into the Surviving Corporation (the "*Merger*") upon the terms and subject to the conditions of this Agreement.
4. This Agreement constitutes an agreement of merger of the Surviving Corporation and the Merging Corporation within the meaning of Section 252 of the Delaware General Corporations Law (the "*DGCL*") and Section 11.35 of the Illinois Business Corporation Act (the "*BCA*").

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Surviving Corporation and the Merging Corporation, intending to be legally bound hereby, agree as follows:

ARTICLE I THE MERGER

1.1. THE MERGER. Subject to, and upon the terms and conditions of this Agreement, at the Effective Date (as defined herein), the Merging Corporation shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall continue as the surviving corporation of the Merger. At the Effective Date, the effects of the Merger shall be as provided in Section 252 of the DGCL. For Federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

1.2. EFFECTIVE DATE. As soon as practicable on or after the approval hereof, the parties shall cause the Merger to be consummated by filing Articles of Merger with the Illinois

Secretary of State and a Certificate of Merger with the Delaware Secretary of State and shall cause to be made all other filings or recordings required under the IBCA, the DGCL, or otherwise, to effectuate the Merger. The Merger shall become effective on December 31, 2019 (such date being referred to herein as the "*Effective Date*").

1.3. CERTIFICATE OF INCORPORATION. From and after the Effective Date, the Certificate of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the Surviving Corporation, until thereafter amended as provided therein or by the DGCL.

1.4. BYLAWS. From and after the Effective Date, the Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall constitute the Bylaws of the Surviving Corporation (the "*Surviving Corporation Bylaws*") until thereafter amended as provided therein or by applicable law.

1.5. DIRECTORS. The directors of the Surviving Corporation in office immediately prior to the Effective Date shall be the directors of the Surviving Corporation and will continue to hold office from the Effective Date until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Bylaws, or as otherwise provided by law.

1.6. OFFICERS. The officers of the Surviving Corporation in office immediately prior to the Effective Date shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Bylaws, or as otherwise provided by law.

1.7. ADDITIONAL ACTIONS. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful actions as may be necessary, advisable or appropriate in order to effectuate the Merger. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Merging Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Merging Corporation, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Merger Corporation or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

1.8. EXCHANGE OF MERGING CORPORATION STOCK. At the Effective Date, each of the shareholders of the Merging Corporation shall (i) surrender all of their shares of the Merging Corporation Stock and (ii) receive one (1) share of the Surviving Corporation Stock in exchange for each of such shareholder's shares of the Merging Corporation Stock surrendered. The shares of the Merging Corporation Stock, when so exchanged, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each

holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive shares of the Surviving Corporation Stock to be issued or paid in consideration for, and upon the surrender of, such certificate to the Surviving Corporation for exchange at the closing of the Merger.

ARTICLE II CONDITIONS OF MERGER

2.1. CONDITIONS PRECEDENT. The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto of each of the following conditions:

(a) Prior to the Effective Date, no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

(b) Prior to the Effective Date, the Shareholders, Stockholders and the Boards of Directors of each of the Constituent Corporations shall have approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth in this Agreement.

ARTICLE III TERMINATION AND AMENDMENT

3.1. TERMINATION. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to filing the merger documents by action of the Board of Directors, or a duly authorized committee thereof, of either of the Constituent Corporations, if it is determined that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its shareholder(s). In the event of such termination and abandonment, this Agreement shall become void and neither of the Surviving Corporation or the Merging Corporation nor their respective shareholders, directors or officers shall have any liability with respect to such termination and abandonment.

3.2. AMENDMENTS. Notwithstanding any actions taken with respect to the Merger by the shareholders, directors or other representatives of the Constituent Corporations, as applicable, this Agreement may be amended by the governing bodies of the Constituent Corporations at any time prior to the Effective Date of the Merger to the extent permitted by the laws of the State of Delaware and the State of Illinois, as applicable.

MISCELLANEOUS PROVISIONS

4.1. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, except that the IBCA shall govern the internal corporate governance requirements of the Merging Corporation.

4.2. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.


4.3. ENTIRE AGREEMENT. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

KABLE NEWS COMPANY, INC.

By: 
Michael Duloc, President

KABLE PRODUCT SERVICES, INC.

By: 
Michael Duloc, President