

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/01/2007
CONVEYING PARTY DATA	
Name	Execution Date
Textura, LLC	09/27/2007
RECEIVING PARTY DATA	
Name:	Textura Corporation
Street Address:	51 Sherwood Terrace
City:	Lake Bluff
State/Country:	ILLINOIS
Postal Code:	60044
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	11032699
Application Number:	11484786
Application Number:	11485545
Application Number:	11485610
Application Number:	11486320
Application Number:	11358918
Application Number:	11509385
Application Number:	11486319
PCT Number:	US0501369
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-271-6560
Email:	mkeipdocket@michaelbest.com

OP \$360.00 11032699

500376893

PATENT
REEL: 019970 FRAME: 0513

Correspondent Name: Thomas A. Miller
Address Line 1: 100 East Wisconsin Avenue, Suite 3300
Address Line 2: Michael Best & Friedrich LLP
Address Line 4: Milwaukee, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER:

011758-9000

NAME OF SUBMITTER:

Thomas A. Miller

Total Attachments: 7

source=A2296969#page1.tif

source=A2296969#page2.tif

source=A2296969#page3.tif

source=A2296969#page4.tif

source=A2296969#page5.tif

source=A2296969#page6.tif

source=A2296969#page7.tif

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

07 SEP 27 PM 3:28

ARTICLES OF MERGER

The undersigned corporation, acting pursuant to Sections 183.1203 and 183.1204 of the Wisconsin Statutes, hereby execute the following Articles of Merger as of September 27, 2007:

ARTICLE I SURVIVING CORPORATION

The name and state of organization of the surviving corporation is Textura Corporation, which is incorporated in the State of Delaware.

ARTICLE II NON-SURVIVING LIMITED LIABILITY COMPANY

The name and state of organization of the non-surviving limited liability company is Textura, LLC, which is organized in the State of Wisconsin. The non-surviving limited liability company has no fee simple interest in any Wisconsin real property.

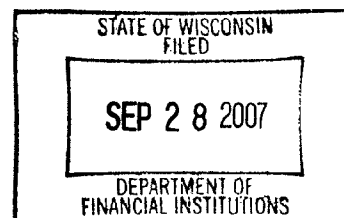
ARTICLE III PLAN OF MERGER

The Plan and Agreement of Merger, dated as of September 27, 2007 (the "Plan"), is attached hereto as Exhibit A. The Plan was approved by the domestic limited liability company that is a party to the merger in accordance with Section 183.1202 of the Wisconsin Statutes and by Textura Corporation, the other party to the merger, in the manner required by the Delaware General Corporation Law, the law applicable to the business entity.

ARTICLE IV EFFECTIVE DATE AND TIME

These Articles of Merger, when filed, shall be effective as of October 1, 2007, 12:00 a.m.

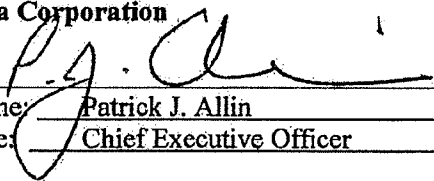
(Signature Page Follows)



IN WITNESS WHEREOF, these Articles of Merger are executed as of the date first set forth above.

SURVIVING CORPORATION:

Textura Corporation

By: 
Name: Patrick J. Allin
Title: Chief Executive Officer

This instrument was drafted by and is returnable to:

**K. Thor Lundgren, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, Wisconsin 53202
(414) 225-4952**

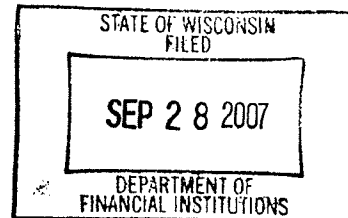


EXHIBIT A
PLAN AND AGREEMENT OF MERGER

(Attached Separately)

T:\CLIENTA\011758\0001\B0975864.3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger"), is dated September 27, 2007, pursuant to Section 264 of the General Corporation Law of the State of Delaware (the "DGCL") and Section 183.1203 of the Wisconsin Limited Liability Company Act (the "WLLCA"), between Textura Corporation, a Delaware corporation (the "Corporation") and Textura, LLC, a Wisconsin limited liability company (the "LLC").

WHEREAS, the LLC desires to merge (the "Merger") into the Corporation.

NOW, THEREFORE, the Corporation and the LLC, parties to this Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

1. **Merger.** The LLC shall merge with and into the Corporation. The Corporation shall be the surviving entity (the "Surviving Company").
2. **Effectiveness.** The Merger shall become effective on October 1, 2007 (the "Effective Date of Merger").
3. **Certificate of Incorporation.** The Certificate of Incorporation of the Corporation as in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Company.
4. **Manner of Converting Membership Interests.** The manner of converting the LLC's interests into interests of the Corporation shall be as follows: upon effectiveness of the Merger, each LLC interest which shall be outstanding on the Effective Date of Merger shall be (a) cancelled without consideration and (b) shall be converted into the properties as set forth in Appendix 1.
5. **Further Assurances.** Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the LLC shall be transferred to, vested in and devolve upon the Corporation without further act or deed. All property, rights, and every other interest of the Corporation and the LLC shall effectively be the property of the Corporation as they were of the Corporation and the LLC respectively. The LLC hereby agrees from time to time, as and when requested by the Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Corporation may deem to be necessary or desirable in order to vest in and confirm to the Corporation title to and possession of any property of the LLC acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purpose hereof.

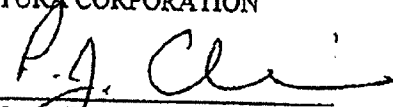
6. **Agreement.** Executed copies of this Plan of Merger will be maintained on file at the principal place of business of the Corporation at 51 Sherwood Terrace, Suite K, Lake Bluff, IL 60044.

7. **Counterparts.** In order to facilitate filing and recording of this Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(Signature Page Follows)

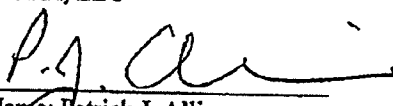
IN WITNESS WHEREOF, the parties to this Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by each party, including approval by the LLC under Section 183.1202 of the WLLCA and by the Corporation under the DGCL, have caused this Plan of Merger to be executed as of the date first set forth above.

TEXTURA CORPORATION

By: 

Name: Patrick J. Allin
Its: Chief Executive Officer

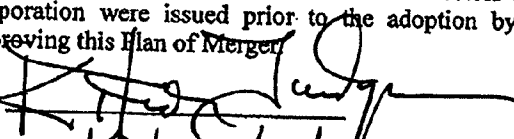
TEXTURA, LLC

By: 

Name: Patrick J. Allin
Its: Chief Executive Officer

Secretary's Certification

I, K. Thor Lundgren, the Secretary of Textura Corporation, the Surviving Corporation, hereby certify as required by Section 251(f) of the DGCL, that this Plan of Merger was adopted by the action of the board of directors of the Corporation and that no stock of such corporation were issued prior to the adoption by the board of directors of the resolution approving this Plan of Merger.

By: 

Name: K. Thor Lundgren

Title: Secretary

APPENDIX 1 TO PLAN OF MERGER

LLC Units

Class A and Class B:

- Class A and Class B Units of the LLC will convert into common stock of the Surviving Company (the "Common Stock"), on a 1:1 basis.

Class C-1 and C-2:

- Class C-1 Units of the LLC will convert into Series A-1 convertible preferred stock and Class C-2 Units of the LLC will convert into Series A-2 convertible preferred stock (collectively, the Series A-1 and Series A-2 are the "Preferred Stock") of the Surviving Company on a 1:1 basis.

Class C-2 Profit Units:

- Class C-2 Profit Units will convert into Common Stock on a 1.143927445 basis.

Class D-1 and D-2:

- Class D-1 and D-2 Units of the LLC will convert into common stock of the Surviving Company (the "Common Stock") on a 1:1 basis.

Warrants:

- Warrants exercisable for "B" units will convert into options to purchase Common Stock on a 1:1 basis.
- Warrants exercisable for "C-2" units will convert into options to purchase Series A-2 convertible preferred stock on a 1:1 basis.
- Warrants exercisable for "D-2" units will convert into options to purchase Common Stock on a 1:1 basis.

T:\CLIENTA\011758\0001\B0975857.6

PATENT

RECORDED: 10/16/2007

REEL: 019970 FRAME: 0521