

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/06/2011
CONVEYING PARTY DATA	
Name	Execution Date
Networked Insights, Inc. (Wisconsin Corporation)	07/06/2011
RECEIVING PARTY DATA	
Name:	Networked Insights, Ltd. (Delaware Corporation)
Street Address:	33 E. Main Street
Internal Address:	Suite 251
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53703
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7925743
CORRESPONDENCE DATA	
Fax Number:	(608)258-4258
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(608) 257-5035
Email:	ptomailmadison@foley.com
Correspondent Name:	Christopher L. Kalafut, Esq.
Address Line 1:	Foley & Lardner LLP
Address Line 2:	150 E. Gilman Street
Address Line 4:	Madison, WISCONSIN 53701-1497
ATTORNEY DOCKET NUMBER:	080851-0112
NAME OF SUBMITTER:	Christopher L. Kalafut
Total Attachments: 18	

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Delaware

PAGE 1

The First State

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 OWNERSHIP, WHICH MERGES:

"NETWORKED INSIGHTS, INC.", A WISCONSIN CORPORATION,
WITH AND INTO "NETWORKED INSIGHTS, LTD." UNDER THE NAME OF
"NETWORKED INSIGHTS, LTD.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE SIXTH DAY OF JULY, A.D. 2011, AT 5:06 O'CLOCK
P.M.

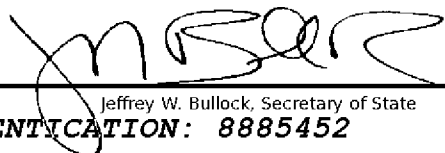
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
KENT COUNTY RECORDER OF DEEDS.

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8885452

DATE: 07-07-11

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CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

NETWORKED INSIGHTS, INC.
(a Wisconsin corporation)

INTO

NETWORKED INSIGHTS, LTD.
(a Delaware corporation)

* * * * *

Pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), I, Daniel Neely, do hereby certify that I am the duly elected President and Chief Executive Officer of Networked Insights, Inc., a corporation organized and existing under the laws of the State of Wisconsin ("Parent"), and that, as such, I am authorized to execute this Certificate of Ownership and Merger on behalf of Parent, and further certify:

FIRST: That Parent was originally organized under the Wisconsin Limited Liability Company Act on May 9, 2006 under the name "Networked Insights, LLC" and then converted to a corporation pursuant to the Wisconsin Business Corporation Law on December 15, 2006 under the name "Networked Insights, Inc."

SECOND: That the provisions of the Wisconsin Business Corporation Law permit the merger of a parent corporation organized and existing under the laws of the State of Wisconsin into its subsidiary corporation organized and existing under the laws of Delaware.

THIRD: That Parent owns all of the outstanding shares of the capital stock of Networked Insights, Ltd., a Delaware corporation and wholly owned subsidiary of Parent ("Subsidiary").

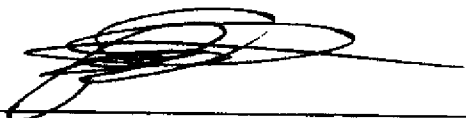
FOURTH: That the Board of Directors of Parent, by resolutions duly adopted by unanimous written consent on the 24th day of June, 2011, has approved the merger of Parent into Subsidiary and the assumption by Subsidiary of all of the liabilities of Parent existing as of the Effective Time (as defined below) (the "Merger"). A true and correct copy of said resolutions is attached hereto as Exhibit A and incorporated herein by reference. Said resolutions have not been modified or rescinded and are in full force and effect as of the date hereof.

FIFTH: The Merger has been adopted, approved, certified, executed and acknowledged by the Parent in accordance with the laws of the State of Wisconsin.

SIXTH: That this Certificate of Ownership and Merger shall be effective, and the merger of Parent with and into Subsidiary shall take effect on the date of submission of this Certificate of Ownership and Merger to the Delaware Secretary of State (the "Effective Time").

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Ownership and Merger on behalf of Networked Insights, Inc. as of this 10th day of July, 2011.

NETWORKED INSIGHTS, INC.

By: 

Name: Daniel Neely

Title: President and CEO

Exhibit A

MADI_2728525.1

**ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
NETWORKED INSIGHTS, INC.**

The undersigned, being all of the members of the Board of Directors (the "Board of Directors") of Networked Insights, Inc. (the "Company"), acting pursuant to Section 180.0821 of the Wisconsin Business Corporation Law, hereby adopt effective as of June 24, 2011, by this written consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board of Directors of the Company and direct that this written consent be filed with the minutes of the proceedings of the Board of Directors of the Company:

WHEREAS, the Company has received a financing proposal (the "Financing") from Goldman Sachs Investment Partners Master Fund, L.P. (the "Lead Investor"), providing for the sale and issuance of up to \$20,000,000 in shares of the Company's newly authorized Series B Convertible Preferred Stock, par value \$0.0001 per share (the "Series B Preferred Stock"), at a per share price of approximately \$2.90; and

WHEREAS, as a condition to the Financing, the Lead Investor requires NI Wisconsin to reincorporate in Delaware in accordance with the Delaware General Corporation Laws; and

WHEREAS, in order to effectuate the reincorporation, NI Wisconsin plans to form Networked Insights, Ltd. as a Delaware corporation and as a wholly-owned subsidiary of the Company ("NI Delaware") and

WHEREAS, in order to effectuate the reincorporation, NI Wisconsin will merge with and into NI Delaware, with NI Delaware as the surviving company (the "Migratory Merger") pursuant to a Plan of Merger in substantially the form attached hereto as *Exhibit A* (the "Plan of Merger"); and

NOW, THEREFORE, BE IT RESOLVED, that the Migratory Merger and Merger Documents be, and they hereby are, adopted and approved in all respects; and

RESOLVED FURTHER, that the President, Chief Executive Officer and Chief Operating Officer of the Company (the "Authorized Officers"), be, and each of them individually hereby is, authorized in the name and on behalf of the Company, to negotiate and execute the appropriate Merger Documents, and to perform all of the agreements and obligations of the Company under such Merger Documents and to consummate the transactions contemplated thereby, with such changes thereto as shall be deemed necessary, appropriate and advisable by the Authorized Officer executing the same on behalf of the Company, the execution thereof by such Authorized Officer to be conclusive evidence of the approval by him of such changes and additions; and

RESOLVED FURTHER, that the Authorized Officers of the Company be, and each of them hereby is, authorized and directed for and on behalf of the Company to execute any applications, certificates, agreements, or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things

as such Authorized Officers may in their discretion deem necessary or appropriate to carry out the purpose of the foregoing resolutions.

OMNIBUS RESOLUTIONS

RESOLVED FURTHER, that the Authorized Officers of the Company be, and each of them individually hereby is, (i) authorized to negotiate, execute and deliver to any person deemed appropriate by any such officer or officers, any and all certificates, agreements, instruments, documents, notes or undertakings of any kind or nature whatsoever to effect the intent and purposes of the foregoing resolutions, such certificates, agreements, instruments, documents, notes or undertakings to be in such form and to contain such terms and conditions as may be approved by any such officer or officers executing the same, the authorization and approval of the Company to be conclusively evidenced by any such officer's or officers' execution thereof, and (ii) to do and perform or cause to be done and performed all acts, deeds and things, in the name and on behalf of the Company or otherwise as such officer or officers may deem necessary or appropriate to effect the intent and purposes of the foregoing resolutions; and

RESOLVED FURTHER, that all actions heretofore taken by any officer of the Company in connection with the transactions contemplated by the foregoing resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

This Action by Written Consent may be executed in one or more counterparts, by facsimile, e-mail or other means of electronic transmission, each of which shall be deemed an original but all of which together shall constitute one and the same written consent.

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IN WITNESS WHEREOF, the undersigned directors of the Company have executed this Action by Written Consent in counterparts effective as of this 24th day of June, 2011.


Daniel Neely

Gerald Komloske

James Schreier

David Kruger


Brian Wallace

Michael Darviche

*Signature Page to Action by Written Consent of the Board of Directors
of Networked Insights, Inc. (Series B Financing)*

IN WITNESS WHEREOF, the undersigned directors of the Company have executed this Action by Written Consent in counterparts effective as of this 24th day of June, 2011.

Daniel Neely



Gerald Komlofske

James Schroer

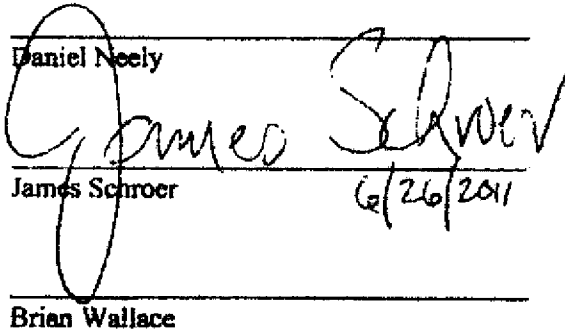
David Kruger

Brian Wallace

Michael Darviche

*Signature Page to Action by Written Consent of the Board of Directors
of Networked Insights, Inc. (Series B Financing)*

IN WITNESS WHEREOF, the undersigned directors of the Company have executed this Action by Written Consent in counterparts effective as of this 24th day of June, 2011.

Daniel Neely

James Schroer
6/26/2011

Brian Wallace

Gerald Komlofske

David Kruger

Michael Darviche

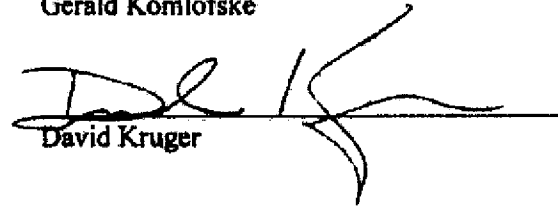
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Daniel Neely

Gerald Komlofske

James Schroer



David Kruger

Brian Wallace

Michael Darviche

*Signature Page to Action by Written Consent of the Board of Directors
of Networked Insights, Inc. (Series B Financing)*

IN WITNESS WHEREOF, the undersigned directors of the Company have executed this Action by Written Consent in counterparts effective as of this 24th day of June, 2011.

Daniel Neely

Gerald Komlofske

James Schroer

David Kruger

Brian Wallace



Michael Darviche

6/24/11

*Signature Page to Action by Written Consent of the Board of Directors
of Networked Insights, Inc. (Series B Financing)*

EXHIBIT A

Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated effective as of the 6th day of July, 2011, is entered into between NETWORKED INSIGHTS, INC., a Wisconsin corporation ("NI Wisconsin"), and NETWORKED INSIGHTS, LTD., a Delaware corporation and wholly-owned subsidiary of NI Wisconsin ("NI Delaware").

RECITALS

A. Following approval by the Board of Directors of each of NI Wisconsin and NI Delaware, upon the terms and subject to the conditions herein stated, NI Wisconsin shall be merged with and into NI Delaware, and NI Delaware shall be the surviving corporation (the "Migratory Merger").

B. The Migratory Merger is effected pursuant to Section 180.1104 of the Wisconsin Business Corporation Law (the "WBCL") and Section 253 of the Delaware General Corporation Law (the "DGCL").

C. The Migratory Merger is intended to qualify as a corporate reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended ("Code").

D. NI Wisconsin has an authorized capital of 16,000,000 shares, of which 13,000,000 are designated Common Stock, par value \$0.0001 per share (the "NI Wisconsin Common Stock") and 3,000,000 of which are designated Preferred Stock, par value \$0.0001 per share (the "NI Wisconsin Preferred Stock"), all of which have been designated "Series A Convertible Preferred Stock". As of the date hereof, 2,751,198 shares of NI Wisconsin Preferred Stock and 7,439,057 shares of NI Wisconsin Common Stock are issued and outstanding.

E. NI Delaware has an authorized capital of 16,000,000 shares, of which 13,000,000 are designated Common Stock, par value \$0.0001 per share (the "NI Delaware Common Stock") and 3,000,000 of which are designated Preferred Stock, par value \$0.0001 per share (the "NI Delaware Preferred Stock"), all of which have been designated "Series A Convertible Preferred Stock". As of the date hereof, no shares of NI Delaware Preferred Stock and one (1) share of NI Delaware Common Stock are issued and outstanding.

F. The Board of Directors and shareholders of NI Wisconsin and the Board of Directors of NI Delaware have approved this Agreement and the Migratory Merger.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, intending to be legally bound hereby the parties agree as follows:

ARTICLE I THE MIGRATORY MERGER

1.1 The Migratory Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the WBCL and the DGCL, NI Wisconsin shall be merged with and into NI Delaware whereupon

the separate corporate existence of NI Wisconsin shall cease. NI Delaware shall continue as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") in the Migratory Merger and the Surviving Corporation shall continue to be organized under and governed by the DGCL.

1.2 Filing and Effectiveness. The Migratory Merger shall become effective when the following actions shall have been completed:

(a) All of the conditions precedent to the consummation of the Migratory Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(b) Articles of Merger meeting the requirements of the WBCL shall have been filed with the Wisconsin Department of Financial Institutions and a Certificate of Merger meeting the requirements of the DGCL shall have been filed with the Secretary of State of the State of Delaware (the "Delaware Secretary").

The date and time when the Migratory Merger shall become effective, pursuant to the provisions of (i) Section 180.1104 of the WBCL and (ii) Sections 253 and 103 of the DGCL, is herein called the "Effective Time."

1.3 Effect of the Migratory Merger. As of the Effective Time, the separate existence of NI Wisconsin shall cease and NI Delaware, as the Surviving Corporation, shall (a) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (b) succeed, without other transfer, to all of the assets, rights, powers and property of NI Wisconsin as more fully set forth in Section 180.1106 of the WBCL and Section 259 of the DGCL, (c) be subject to all actions previously taken by the Boards of Directors of NI Wisconsin, (d) continue to be subject to all of NI Wisconsin's debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (e) succeed, without other transfer, to all of the debts, liabilities and obligations of NI Wisconsin in the same manner as if the Surviving Corporation had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the WBCL.

1.4 Certificate of Incorporation; Bylaws.

(a) At the Effective Time, the Certificate of Incorporation of NI Delaware, as in effect immediately prior to consummation of the Migratory Merger, will be the Certificate of Incorporation of the Surviving Corporation.

(b) At the Effective Time, the Bylaws of NI Delaware, as in effect immediately prior to consummation of the Migratory Merger, will continue to be the bylaws of the Surviving Corporation; provided, however, that such Bylaws will indicate that the name of the corporation is "Networked Insights, Inc."

1.5 Directors and Officers. The directors of NI Delaware immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation. The officers of NI Wisconsin immediately prior to the Effective Time shall be the officers of the

Surviving Corporation, each to hold office in accordance with the Bylaws of the Surviving Corporation.

ARTICLE II EFFECT OF MERGER ON CAPITAL STOCK

2.1 Effect of Merger on Capital Stock. Upon the Effective Time of the Migratory Merger, each share of NI Wisconsin Preferred Stock and each share of NI Wisconsin Common Stock issued and outstanding immediately prior thereto shall by virtue of the Migratory Merger (and without any action by NI Wisconsin or NI Delaware, the holder of such shares or any other person) be converted into and exchanged for one fully paid and non-assessable share of NI Delaware Preferred Stock of the same series or NI Delaware Common Stock, as the case may be. Each share of capital stock in NI Delaware that is owned directly or indirectly by NI Wisconsin at the Effective Time shall be automatically canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefore.

2.2 Tax Free Reorganization. The parties intend the Migratory Merger to constitute and effect a reorganization in accordance with the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended. The shares of NI Delaware Preferred Stock and NI Delaware Common Stock issued pursuant to the Migratory Merger shall be issued solely in exchange for shares of NI Wisconsin Preferred Stock and each share of NI Wisconsin Common Stock, respectively. The parties agree to not take any position on tax returns inconsistent with this Section 2.2. Pursuant to Treasury Regulation Section 1.368-3(a), NI Wisconsin, NI Delaware and each significant holder (as that term is defined under Treasury Regulation Section 1.368-3(a)) shall file a statement with its tax return for the year in which the reorganization occurred, setting forth all pertinent facts, including specifically the basis of the property received.

ARTICLE III GENERAL

3.1 Further Assurances. Each party hereto will, either prior to or after the Effective Time, execute such further documents, instruments, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be requested by one or more of the others to consummate the Migratory Merger, to vest the Surviving Corporation with full title to all assets, properties, privileges, rights, approvals, immunities and franchises of either of NI Wisconsin or NI Delaware or to effect the other purposes of this Agreement.

3.2 Abandonment. At any time before the Effective Time of the Migratory Merger, this Agreement may be terminated and the Migratory Merger may be abandoned for any reason whatsoever by the Board of Directors of either NI Wisconsin or NI Delaware or both, notwithstanding the approval of this Agreement by the shareholders of NI Wisconsin.

3.3 Amendment. Except as otherwise required by applicable law, after the shareholders of NI Wisconsin approve this Agreement, this Agreement may be amended by the parties hereto at any time prior to the Effective Time.

3.4 Agreement. Executed copies of this Agreement shall be on file at the principal place of business of the Surviving Corporation at 33 East Main Street, Suite 251, Madison,

Wisconsin 53703, and copies thereof will be furnished to any shareholder of NI Wisconsin, upon request and without cost.

3.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflicts of law principles.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective as of the date first written above.

NETWORKED INSIGHTS, INC.
A Wisconsin Corporation

By: 

Daniel Neely

Its:

President and CEO

NETWORKED INSIGHTS, LTD.
A Delaware Corporation

By: 

Daniel Neely

Its:

President and CEO

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