

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2879896

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2005
CONVEYING PARTY DATA	
Name	Execution Date
LANCOPE, INC.	12/28/2004
RECEIVING PARTY DATA	
Name:	LANCOPE, INC.
Street Address:	3650 BROOKSIDE PARKWAY
Internal Address:	SUITE 400
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30022
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7185368
Patent Number:	7475426
Patent Number:	7512980
Patent Number:	7290283
Patent Number:	7886358
Patent Number:	7644151
Patent Number:	7895326
CORRESPONDENCE DATA	
Fax Number:	(404)365-9532
<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:	404-233-7000
Email:	mmmipdocket@system.foundationip.com
Correspondent Name:	MORRIS MANNING MARTIN LLP
Address Line 1:	3343 PEACHTREE ROAD, NE
Address Line 2:	1600 ATLANTA FINANCIAL CENTER
Address Line 4:	ATLANTA, GEORGIA 30326
ATTORNEY DOCKET NUMBER:	10775-39847
NAME OF SUBMITTER:	JOHN R. HARRIS

PATENT

SIGNATURE:	/John R. Harris/
DATE SIGNED:	06/02/2014
Total Attachments: 10 source=merger_documents#page1.tif source=merger_documents#page2.tif source=merger_documents#page3.tif source=merger_documents#page4.tif source=merger_documents#page5.tif source=merger_documents#page6.tif source=merger_documents#page7.tif source=merger_documents#page8.tif source=merger_documents#page9.tif source=merger_documents#page10.tif	

Delaware

PAGE 1

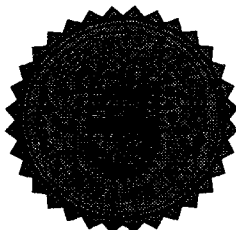
The First State

I, HARRIET SMITH WINDSOR, 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:

"LANCOPE, INC.", A GEORGIA CORPORATION,
WITH AND INTO "LANCOPE, INC." UNDER THE NAME OF "LANCOPE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2004, AT 11:28 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JANUARY, A.D. 2005.

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



3887955 8100M

040943860

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3584778

DATE: 12-29-04

PATENT

REEL: 033008 FRAME: 0217

CERTIFICATE OF OWNERSHIP AND MERGER

OF

LANCOPE, INC.,

a Georgia corporation

AND

LANCOPE, INC.,

a Delaware corporation

It is hereby certified that:

1. The constituent business corporations participating in the merger certified in this Certificate are:

(i) LANcope, Inc., which is incorporated under the laws of the State of Georgia ("LANcope"); and

(ii) Lancopco, Inc., which is incorporated under the laws of the State of Delaware ("Lancopco Delaware"), and is a wholly-owned subsidiary of LANcope.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of subsection (c) of Section 253 of the General Corporation Law of the State of Delaware, and by LANcope in accordance with the laws of the State of Georgia and by Lancopco Delaware in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware. A copy of the resolution of the Board of Directors of LANcope approving such merger is attached hereto as Exhibit A.

3. The surviving corporation in the merger certified in this Certificate is Lancopco Delaware, which will continue its existence as such surviving corporation under the name Lancopco, Inc. upon the effective date of such merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

4. The Certificate of Incorporation of Lancopco Delaware shall continue to be the Certificate of Incorporation of the surviving corporation until further amended and changed in accordance with the provisions of the General Corporation Law of the State of Delaware.

5. The executed Agreement and Plan of Merger between the constituent corporations is on file at an office of the surviving corporation, the address of which is as follows:

lancope merge1

Lancope, Inc.
3650 Brookside Parkway
Suite 400
Alpharetta, GA 30022

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

7. The Agreement and Plan of Merger between the constituent corporations provides that the merger certified in this Certificate shall be effective as of 12:01 a.m., Eastern Standard Time, on January 1, 2005.

Dated: December 28, 2004.

LANCOPE, INC.,
a Georgia corporation

By: /s/ Harland LaVigne
Name: Harland LaVigne
Title: Chief Executive Officer

LANCOPE, INC.,
a Delaware corporation

By: /s/ Harland LaVigne
Name: Harland LaVigne
Title: Chief Executive Officer

lancope merge1

EXHIBIT A

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
LANCOPE, INC., A GEORGIA CORPORATION**

Approval of Formation of Merger Subsidiary and Reincorporation in Delaware

WHEREAS, after careful consideration, the Board believes it to be advisable and in the best interest of the Corporation to authorize (i) the incorporation and organization of Lancopel, Inc., a Delaware corporation ("Lancopel Delaware"), and (ii) the Corporation's subscription and purchase of 100 shares of common stock of Lancopel Delaware, par value \$0.001 per share, for an aggregate purchase price of \$1.00;

WHEREAS, after careful consideration, the Board believes it to be advisable and in the best interests of the Corporation to authorize the merger of the Corporation with and into Lancopel Delaware, with Lancopel Delaware as the surviving corporation following the merger (the "Merger"), all pursuant to the terms and conditions of the agreement and plan of merger (the "Plan of Merger") attached hereto as Annex A and incorporated herein by reference, as the same may be modified by the President or Chief Executive Officer of the Corporation in his sole discretion, the appropriate exercise of such discretion being conclusively evidenced by the making of such modifications;

WHEREAS, the Corporation's purposes in effecting the Merger are to change the domicile of the Corporation from Georgia to Delaware;

WHEREAS, in connection with the Merger, the Board has determined it to be advisable and in the best interest of the Corporation to file with the Secretary of State of Georgia a certificate of merger (the "Certificate of Merger") in the form presented to the Board, and to file with the Secretary of State of Delaware the certificate of ownership and merger (the "Certificate of Ownership and Merger") in the form presented to the Board, as each of the same may be modified by the President or Chief Executive Officer or Chief Financial Officer of the Corporation in such officer's sole discretion, the appropriate exercise of such discretion being conclusively evidenced by the making of such modifications; and

WHEREAS, in connection with the Merger, immediately after the effective time of the Merger as set forth in the Certificate of Merger and the Certificate of Ownership and Merger (the "Effective Time"): (i) each fifteen (15) shares of Common Stock, \$0.01 par value, of Corporation issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by either the Corporation or Lancopel Delaware, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$0.001 par value, of Lancopel Delaware, and (ii) the one hundred (100) shares of Lancopel Delaware issued and outstanding to the Corporation at the Effective Time shall be automatically cancelled;

NOW, THEREFORE, BE IT RESOLVED, that (i) the incorporation and organization of Lancopel Delaware, and (ii) the Corporation's subscription and purchase of 100 shares of

Lancopel Cert. Correction

common stock of Lancope Delaware, par value \$0.001 per share, for an aggregate purchase price of \$1.00, be and hereby are authorized, adopted, approved and ratified in all respects;

FURTHER RESOLVED, that the Merger, the Plan of Merger, the Certificate of Merger, the Certificate of Ownership and Merger and the transactions contemplated thereby (including, without limitation, the Merger of the Corporation with and into Lancope Delaware whereby: (i) each share of Common Stock, \$0.01 par value, of the Corporation issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by either the Corporation or Lancope Delaware, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$0.001 par value, of Lancope Delaware, and (ii) the one hundred (100) shares of Lancope Delaware issued and outstanding to the Corporation at the Effective Time shall be automatically cancelled) are hereby authorized, adopted and approved in all respects, with such changes thereto as the officer or officers executing the same or any amendments thereto shall approve, the proper exercise of such discretion being conclusively evidenced by the taking of such action;

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed on behalf of the Corporation to submit the Plan of Merger, Certificate of Merger and Certificate of Ownership and Merger to the shareholders of the Corporation for their consideration and approval, with the recommendation of the Board that the shareholders approve the Merger, the Plan of Merger, the Certificate of Merger and the Certificate of Ownership and Merger and the transactions contemplated thereby, in accordance with the terms and conditions of such documents;

FURTHER RESOLVED, that, subject to the approval of the Merger by the requisite number of shareholders of the Corporation, the officers of the Corporation are hereby authorized and directed to file the Certificate of Merger with the Georgia Secretary of State and the Certificate of Ownership and Merger with the Delaware Secretary of State as soon as practicable;

FURTHER RESOLVED, that in connection with the Merger, (i) each fifteen (15) shares of Common Stock, \$0.01 par value, of the Corporation issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by either the Corporation or Lancope Delaware, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$0.001 par value, of Lancope Delaware, and (ii) the one hundred (100) shares of Lancope Delaware issued and outstanding to the Corporation at the Effective Time shall be automatically cancelled;

FURTHER RESOLVED, that no fractional shares of the Common Stock of Lancope Delaware shall be issued pursuant to the Merger, and in lieu thereof, each holder of record of the Common Stock of the Corporation who would otherwise be entitled to receive a fractional share of the Common Stock of Lancope Delaware shall receive a cash payment from Lancope Delaware in an amount equal to the number of shares of the Common Stock of the Corporation resulting in such fractional share of the Common Stock of Lancope Delaware multiplied by the fair market value of the Common Stock of the Corporation as of the Effective Time.

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to take any and all other action including, without limitation, to file, execute, verify,

acknowledge and deliver in the name and on behalf of the Corporation, and under its corporate seal or otherwise, any and all other documents, certificates, instruments, acts or things as they or any of them may deem necessary or advisable fully to carry out the intent and purposes of the foregoing resolutions, the proper exercise of such discretion being conclusively evidenced by the taking of such actions;

FURTHER RESOLVED, that all actions heretofore taken by any officer or director of the Corporation in connection with the Merger, the Plan of Merger, the Certificate of Merger, the Certificate of Ownership and Merger or any other transactions contemplated therein or by the foregoing resolutions be, and they hereby are, ratified, confirmed and approved in all respects; and

FURTHER RESOLVED, that this written consent may be signed in one or more counterparts, each of which shall be an original or a photocopy or facsimile of an original, and all of which when taken together, shall be deemed an original, and all of which shall constitute one instrument.

ANNEX A

PLAN OF MERGER

Please see attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated December 28, 2004 (the "Agreement"), is entered into between LANcope, a Georgia corporation ("LANcope"), and Lancope, Inc., a Delaware corporation ("Lancope Delaware").

BACKGROUND

A. The respective Boards of Directors of LANcope and Lancope Delaware believe that it is in the best interests of LANcope and Lancope Delaware and their respective shareholders to consummate the merger of LANcope with and into Lancope Delaware under and pursuant to the provisions of this Agreement, the Delaware General Corporation Law (the "DGCL"), and the Georgia Business Corporation Code (the "Georgia Act").

TERMS

In consideration of the mutual agreements contained in this Agreement, the parties agree as set forth below.

1. Merger. LANcope shall be merged with and into Lancope Delaware (the "Merger").
2. Effective Time. The Merger shall become effective as of 12:01 a.m., Eastern Standard Time, on January 1, 2005. The time of such effectiveness is hereinafter called the "Effective Time."
3. Surviving Corporation. Lancope Delaware shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware. At the Effective Time, the separate corporate existence of LANcope shall cease.
4. Certificate of Incorporation. Except as provided in Section 4 above, the Certificate of Incorporation of Lancope Delaware as it exists at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation immediately following the Effective Time, unless and until the same shall thereafter be amended or repealed in accordance with the DGCL.
5. Bylaws. The Bylaws of Lancope Delaware as they exist at the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions of such Bylaws and the DGCL.
6. Board of Directors and Officers. The members of the Board of Directors of Lancope Delaware immediately prior to the Effective Time shall be the Board of Directors of the Surviving Corporation immediately following the Effective Time. The officers of Lancope Delaware immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the Bylaws of Lancope Delaware, or until their respective successors are elected and qualified.
7. Cancellation of Outstanding Lancope Delaware Stock. At the Effective Time, the one hundred (100) shares of common stock of Lancope Delaware presently issued and outstanding shall automatically be cancelled, and no shares of common stock of Lancope Delaware or other securities of Lancope Delaware shall be issued in respect thereof.

8. Conversion of Outstanding LANcope Stock. At the Effective Time, each fifteen (15) issued and outstanding shares of common stock of LANcope and all rights in respect thereof shall automatically and without further action by any person be converted into one (1) fully-paid and nonassessable shares of common stock of Lancop Delaware, and each certificate representing shares of common stock of Lancop Delaware shall for all purposes be deemed to evidence the ownership of the same number of shares of common stock of LANcope as are set forth in such certificate. After the Effective Time, each holder of an outstanding certificate representing shares of common stock of LANcope may (but will not be required to), at such shareholder's option, surrender the same to Lancop Delaware for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate(s) evidencing the ownership of common stock of FYI Corporation determined by multiplying the number of shares of common stock represented by the LANcope certificate(s) surrendered to FYI Corporation by one (1). No fractional shares of the common stock of Lancop Delaware shall be issued pursuant to the Merger. In lieu thereof, each holder of record of the common stock of LANcope who would otherwise be entitled to receive a fractional share of the common stock of Lancop Delaware shall receive a cash payment from Lancop Delaware in an amount equal to the number of shares of the common stock of the Corporation resulting in such fractional share of the common stock of Lancop Delaware multiplied by the fair market value of the common stock of LANcope as of the Effective Time.

9. Rights and Liabilities of LANcope. At and after the Effective Time, and all in the manner of and as more fully set forth in the DGCL and the Georgia Act, the title to all real estate and other property, or any interest therein, owned by each of LANcope and Lancop Delaware shall be vested in Lancop Delaware without reversion or impairment; Lancop Delaware shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of LANcope and Lancop Delaware without reversion or impairment; Lancop Delaware shall thereafter be responsible and liable for all of the liabilities and obligations of each of LANcope and Lancop Delaware; any claim existing or action or proceeding pending by or against LANcope and Lancop Delaware may be continued as if the Merger did not occur or Lancop Delaware may be substituted for LANcope in the proceeding; neither the rights of creditors nor any liens upon the property of LANcope and Lancop Delaware be impaired by the Merger; and Lancop Delaware shall indemnify and hold harmless the officers and directors of each of the parties to this Agreement against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

10. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of LANcope and Lancop Delaware at any time prior to the Effective Time, whether before or after approval by the shareholders of either or both of the parties to this Agreement.

11. Amendment. The Boards of Directors of the parties to this Agreement may amend this Agreement at any time prior to the Effective Time; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties to this Agreement shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Certificate of Incorporation of Lancop Delaware, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party to this Agreement.

12. Registered Office. The registered office of Lancop Delaware in the State of Delaware is located at 615 South DuPont Highway, City of Dover, County of Kent, and National Corporate Research, Ltd. is the registered agent of LANcope at such address.

13. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of Lancope Delaware at 3650 Brookside Parkway, Suite 400, Alpharetta, GA 30022. A copy of this Agreement shall be furnished by Lancope Delaware, on request and without cost, to any shareholder of either LANcope or Lancope Delaware

14. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware.

15. Service of Process. On and after the Effective Time, Lancope Delaware agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Lancope Delaware or LANcope arising from the Merger.

16. Designation of Delaware Secretary of State as Agent for Service of Process. At and after the Effective Time, Lancope Delaware irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders of LANcope or Lancope Delaware arising from the Merger. The Delaware Secretary of State is requested to mail a copy of any such process to LANcope at 3650 Brookside Parkway, Suite 400, Alpharetta, GA 30022.

IN WITNESS WHEREOF, each of the parties to this Agreement, pursuant to authority duly granted by their respective Board of Directors, has caused this Agreement to be executed as of the date first written above.

LANCOPE, INC.,
a Delaware corporation

By: /s/ Harland LaVigne
Name: Harland LaVigne
Title: Chief Executive Officer

LANCOPE, INC.,
a Georgia corporation

By: /s/ Harland LaVigne
Name: Harland LaVigne
Title: Chief Executive Officer