

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4559992

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	07/28/2017

CONVEYING PARTY DATA

Name	Execution Date
ALLSUP, INC.	07/28/2017

NEWLY MERGED ENTITY DATA

Name	Execution Date
ALLSUP 1, LLC	07/28/2017

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	ALLSUP, LLC
Street Address:	300 ALLSUP PLACE
City:	BELLEVILLE
State/Country:	ILLINOIS
Postal Code:	62223

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7260548
Patent Number:	7818188
Patent Number:	7584109
Patent Number:	7765116
Patent Number:	9110854
Application Number:	14830330

CORRESPONDENCE DATA

Fax Number: (314)480-1505

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: 314-480-1500

Email: Nicole.Anderson@huschblackwell.com

Correspondent Name: SAMUEL DIGIROLAMO

Address Line 1: HUSCH BLACKWELL LLP

Address Line 2: 190 CARONDELET PLAZA, SUITE 600

Address Line 4: ST. LOUIS, MISSOURI 63105

PATENT

ATTORNEY DOCKET NUMBER:	500710.14
NAME OF SUBMITTER:	SAMUEL DIGIROLAMO
SIGNATURE:	/Samuel Digirolamo/
DATE SIGNED:	08/22/2017
Total Attachments: 9 source=Merger_2017#page1.tif source=Merger_2017#page2.tif source=Merger_2017#page3.tif source=Merger_2017#page4.tif source=Merger_2017#page5.tif source=Merger_2017#page6.tif source=Merger_2017#page7.tif source=Merger_2017#page8.tif source=Merger_2017#page9.tif	



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JULY 28, 2017

5370-227-9

SERVICE PARTNERS INFORMATION CO.
520 S 2ND ST #2-130
SPRINGFIELD IL 62701

RE ALLSUP, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

FORM BCA 11.39 (rev. Dec. 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
Business Corporation Act

Secretary of State
Department of Business Services
601 S. Second St., Rm. 350
Springfield, IL 62766
217-782-6961
www.cyberdriveillinois.com

FILED

JUL 28 2017

JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a
check or money order payable
to Secretary of State.

The filing fee is \$100, but if merger
involves more than two corporations,
submit \$50 for each additional corporation.

File #

53702279

Filing Fee: \$

100.00

Approved:

It

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
Allsup, Inc.	Illinois	53702279
Allsup 1, LLC	Illinois	06141366

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Allsup 1, LLC

b. Corporation or Limited Liability Company shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
See attached as Exhibit A.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

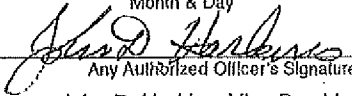
Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (\$11.20)	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. (\$11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Alisup, 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 survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- The surviving Limited Liability Company 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 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 Limited Liability Company.
- The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- The surviving Limited Liability Company 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 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. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

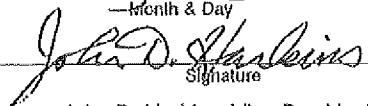
Dated July 28, 2017, Allsup, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
John D. Harkins, Vice 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)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated July 28, 2017, Allsup 1, LLC
Month & Day Year Exact Name of Limited Liability Company

Signature
John D. Harkins, Vice President
Name and Title (type or print)

Dated _____, _____, _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

EXHIBIT A

See attached.

PLAN OF MERGER

OF

ALLSUP, INC.
(an Illinois corporation)

WITH AND INTO

ALLSUP 1, LLC
(an Illinois limited liability company)

This Plan of Merger dated as of July 28, 2017 (the "Plan"), is entered into by and between Allsup, Inc., an Illinois corporation ("Allsup Corp"), and Allsup 1, LLC, an Illinois limited liability company ("Allsup LLC").

WHEREAS, Allsup Corp and Allsup LLC each believe it to be in the best interests of said entities that Allsup Corp and Allsup LLC enter into this Plan in accordance with the Business Corporation Act of 1983 and the Limited Liability Company Act, respectively, both in effect in the state of Illinois (collectively, the "Acts");

WHEREAS, by a joint written consent, James Allsup, who is the sole director of Allsup Corp, has adopted, approved and authorized the Plan and consummation of the transactions contemplated herein, and directed that the Plan be submitted to Allsup Holdings, Inc., an Illinois corporation ("Parent"), which, in that same joint written consent, adopted, approved and authorized the Plan and consummation of the transactions contemplated herein; and

WHEREAS, Parent, which is also the sole member of Allsup LLC, has, by written consent, adopted, approved and authorized the Plan and consummation of the transactions contemplated herein by written consent.

NOW, THEREFORE, the parties to this Plan, intending to be legally bound, agree as follows:

1. Pursuant to the provisions of the Acts, Allsup Corp shall be merged with and into Allsup LLC (the "Merger"). Allsup LLC shall be the surviving entity and, as such, shall remain an Illinois limited liability company. Allsup LLC is sometimes referred to hereinafter as the "Surviving Entity". The separate existence of Allsup Corp shall cease on the Effective Date (as hereinafter defined). Allsup Corp is sometimes referred to hereinafter as the "Terminating Entity".

2. Immediately prior to the Merger, Parent owns one hundred percent (100%) of the issued and outstanding capital stock of Allsup Corp (the "Allsup Corp Stock"), and Parent owns a one hundred percent (100%) membership interest in Allsup LLC (the "Allsup LLC Interest").

3. The terms and conditions of the Merger and the mode of carrying the same into effect are as follows:

(a) Each share of Allsup Corp Stock shall be cancelled as of the Effective Date, and no payment or distribution shall be made with respect to any such share, and the certificates representing such shares shall be marked with the words "Extinguished In Merger".

(b) The Allsup LLC Interest shall remain without change or modification as of the Effective Date in the name of Parent and Parent shall be and remain the sole member of Allsup LLC.

(c) As of the Effective Date, the separate existence of Allsup Corp shall cease, and Allsup Corp shall be merged with and into Allsup LLC with Allsup LLC as the survivor of the Merger in accordance with the provisions of this Plan.

(d) Upon the Merger and as of the Effective Date, the Surviving Entity shall thereupon and thereafter have the effects set forth in 805 ILCS 180/37-30, possess all rights, privileges, powers, and franchises possessed by the Terminating Entity, and be subject to all restrictions, disabilities, and duties of the Terminating Entity. All rights, causes of action, property and assets of whatsoever kind or description whether real, personal, tangible, or intangible, of the Terminating Entity, and all debts due on whatever account to the Terminating Entity, shall be taken and be deemed to be transferred to and vested in the Surviving Entity without further act or deed. Title to all real or personal property and any interest therein vested in the Terminating Entity shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thereafter be responsible and liable for all liabilities and obligations of the Terminating Entity. Any claim existing or action or proceeding pending by or against the Terminating Entity may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in the action. The Surviving Entity may be served with process in Illinois and hereby irrevocably appoints the Illinois Secretary of State as its agent to accept service of process in any proceeding based upon any cause of action prior to the Effective Date and in any proceeding for the enforcement of rights of a dissenting shareholder. Neither the rights of creditors nor any liens on the property of the Terminating Entity shall be impaired by the Merger. The Surviving Entity shall promptly pay the dissenting shareholders, if any, any amounts they should be entitled to under the Acts. The parties hereto shall execute and deliver confirmatory deeds, assignments, or other instruments of transfer, if deemed necessary by Allsup LLC, to evidence such transfer or devolution of such property, right, privilege or franchise, which shall be executed and delivered in the name of Allsup Corp by the last acting officers thereof or by the manager or corresponding officers of Allsup LLC.

(e) Upon the Merger and as of the Effective Date, the Articles of Organization ("Articles") and the Operating Agreement ("Operating Agreement") of Allsup LLC shall be the Articles of Organization and the Operating Agreement of the Surviving Entity. The Articles and Operating Agreement shall remain unamended, except to the extent revised in Section 4 below.

(f) The principal place of business of the Surviving Entity shall be 300 Allsup Place, Belleville, IL 62223.

4. Except as set forth below, all provisions of the Articles and the Operating Agreement will remain in full force and effect as the Articles of Organization and Operating Agreement of the Surviving Entity following the Merger.

(a) Section 1 of the Articles is hereby amended by deleting the current Section 1 in its entirety and by inserting a new Section 1 in lieu thereof, which shall read as follows:

1. Limited Liability Company Name: Allsup, LLC

(b) Section 1 of the Operating Agreement is hereby amended by replacing the current Section 1 in its entirety and by inserting a new Section 1 in lieu thereof, which shall read as follows:

1. *Name.* The name of the Company is Allsup, LLC.

(c) The Operating Agreement is further amended by replacing all references to the name "Allsup 1, LLC" with "Allsup, LLC".

5. All expenses incident to the Merger shall be payable by the party liable for each such expense.

6. The "Effective Date" of the Merger shall be the date of the filing of the Articles of Merger with respect to the Merger with the Secretary of State of Illinois.

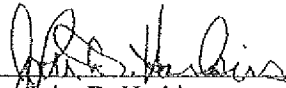
7. The parties to this Plan may terminate this Plan by mutual written consent at any time prior to the filing of the Articles of Merger.

8. This Plan may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The exchange of copies of this Plan and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Plan as to the parties and may be used in lieu of the original Plan for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

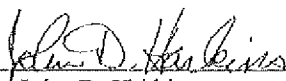
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Plan has been executed as of this 28th day of July, 2017.

Allsup, Inc.

By: 
Name: John D. Harkins
Title: Vice President

Allsup 1, LLC

By: 
Name: John D. Harkins
Title: Vice President

Signature Page to Plan of Merger – Allsup, Inc., into Allsup 1, LLC