

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5617763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/25/2019
CONVEYING PARTY DATA	
Name	Execution Date
THE B1 GROUP, INC.	05/01/2019
RECEIVING PARTY DATA	
Name:	CLOUDCOVER USA, INC.
Street Address:	3000 COUNTY ROAD 42 WEST, SUITE 310
City:	BURNSVILLE
State/Country:	MINNESOTA
Postal Code:	55337
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8973143
Patent Number:	10326777
Patent Number:	8832833
CORRESPONDENCE DATA	
Fax Number:	(612)234-4465
<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:	(612) 216-1700
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Correspondent Name:	SKAAR ULBRICH MACARI, P.A.
Address Line 1:	601 CARLSON PARKWAY, SUITE 1050
Address Line 4:	MINNETONKA, MINNESOTA 55305
ATTORNEY DOCKET NUMBER:	5055.000001
NAME OF SUBMITTER:	SCOTT G. ULBRICH
SIGNATURE:	/Scott G. Ulbrich/
DATE SIGNED:	07/15/2019
Total Attachments: 10	
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MERGER AGREEMENT

The Agreement of Merger ("Merger Agreement") dated April 25, 2019, by and between CloudCover USA, Inc., a South Dakota corporation referred to as ("CloudCover USA"), and The B1 Group, Inc., a Minnesota corporation referred to as ("The B1 Group"), whereby each of the corporations in this Merger Agreement acting on behalf of their respective boards and shareholders, shall collectively be referred to as the "Constituent Corporations."

CloudCover USA, Inc. is a corporation organized and existing under the laws of the State of South Dakota, having been incorporated on March 14, 2016. The principal office of the corporation resides in the State of Minnesota, located at: 3000 County Road 42 West, Suite 310, Burnsville, MN 55337, and its resident agent in charge is the CT Corporation, located at 319 South Coteau Street Pierre, SD 57501-3187 USA, upon whom legal process against CloudCover USA may be served within the State of South Dakota. CloudCover USA Employee Identification Number is 35-2558169. The principal place of business of CloudCover USA is located at 3000 County Road 42 West, Suite 310, Burnsville, MN 55337-4827.

The authorized capital stock of CloudCover USA consists of One-Hundred Million (100,000,000) authorized shares at the par value of \$0.00001 (one-thousandth) cent per share whereby One-Hundred Million (100,000,000) shares are authorized, and any shares outstanding, are held in possession of Stephen C. Cardot, the owner of CloudCover USA shares which are issuable as granted under the control of its Board for merger and/or acquisition. Chapter 47-1A-302, Part 1: General Provisions of the South Dakota Business Corporation Act confers upon CloudCover USA the power to merge with a corporation, and Chapter 47-1A, Part 6: Shares and Distribution of the South Dakota law confers upon CloudCover USA the right to issue its shares in exchange for shares of a corporation to be merged into CloudCover USA.

The B1 Group, Inc. is a corporation organized and existing under the laws of the State of Minnesota, having been incorporated on April 24, 2019. The principal office of the corporation is located in the State of Minnesota, located at: 7964 Brooklyn Blvd #312, Brooklyn Park, MN 55445- 2722, USA, and its resident agent in charge is James Libersky, Manager and Officer, upon whom legal process may be served in the State of Minnesota. The principal place of business is located at 14000 Sunfish Lake Blvd. NW, Suite 204, Ramsey, MN 55303, USA.

The authorized capital stock of The B1 Group consists of One-Hundred Thousand (100,000) authorized shares at the par value of \$0.01 (one-tenth) cent per share whereby One-Hundred Thousand (100,000) shares are authorized, and any shares outstanding, are held in possession of those shareholders listed within Appendix C which are issuable as granted under the control of its Board for merger and/or acquisition. Minnesota Statutes Section 302A.601, Subd. 1 confers upon The B1 Group the power to merge with a corporation, and Minnesota Statutes Section 302A.601, Subd. 2 confers upon The B1 Group the right to issue its shares in exchange for shares of a corporation to be merged with The B1 Group.

The respective Boards of directors of CloudCover USA and The B1 Group deem it desirable and in the best interests of the corporations and their stockholders that the corporations merge pursuant to sections (referred to above) of the South Dakota and Minnesota general corporation laws. In consideration of the premises and mutual agreements, provisions and covenants contained, it is agreed by and between the Constituent Corporations that, in accordance with the provisions of the law of South Dakota, CloudCover USA and The B1 Group shall be, and they are, as of the Merger Date (as defined in paragraph 3 of Article I) merged into a single surviving corporation referred to as (the "Surviving Corporation"), which shall be known as and is CloudCover USA, Inc., one of the Constituent Corporations, whereby it shall continue its corporate existence and remain a South Dakota corporation governed by the laws of that state, with all the terms and conditions set forth.

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Article I.

Merger

This Agreement of Merger (the "Merger Agreement"), shall be submitted for adoption and approval by the shareholders of each of the Constituent Corporations at separate meetings on or before April 22, 2019, whereby each Constituent Corporation shall vote in accordance with their respective state domicile and their general corporation laws. Upon the adoption and approval of this Merger Agreement by the respective shareholders of the Constituent Corporations, the facts shall be certified on this Merger Agreement and this Merger Agreement shall be signed, acknowledged, filed and recorded in the manner required by section 302A.651/ Merger or Exchange according to the Minnesota laws concerning the Barrier1 Group; and, Chapter 47-1A-302, Part 1: General Provisions of the South Dakota Business Corporation Act concerning CloudCover USA, and in respect of the Constituent Corporation's general corporation laws.

The Merger Agreement of The B1 Group with CloudCover USA shall become effective upon the filing and recording of this Merger Agreement, pursuant to section Chapter 47-1A-302, Part 1: General Provisions of the South Dakota Business Corporation Act of South Dakota's general corporation law and statute, as registered and certified in the office of South Dakota's Secretary of State, and the respective The B1 Group recordation in Minnesota's Secretary of State office. The effective date on which the taking of the actions in this paragraph when completed, the certification within this Merger Agreement will be referred to as the "Merger", and therefore the effective date shall be known as the "Merger Date."

Article II.

Name and Continued Corporate Existence of Surviving Corporation

The corporate name of the surviving entity shall be known as CloudCover USA, Inc., the Constituent Corporation whose corporate existence is to survive this Merger and continue thereafter as the "Surviving Corporation", and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Minnesota company known as "The B1 Group" shall be wholly merged into CloudCover USA. Accordingly, on Merger Date the separate existence of The Barrier Group insofar as continuing as a brand name, except under statute, shall remain until further notice.

Article III.

Governing Law: Certificate of Incorporation

As stated, the laws of South Dakota shall govern the Surviving Corporation. From and after the Merger Date, the amended Certificate of Incorporation of CloudCover USA attached as Appendix A and incorporated with the same force and effect as if here set out in full which Appendix A represents the composite Certificate of Incorporation of CloudCover USA filed in the office of the Secretary of State of the State of South Dakota on March 14, 2016, at 2:08:19 PM and all amendments now in force, together with any further amendments of articles, to read as set forth, whereby all further amendments shall become effective upon the Merger Date shall become the Certificate of Incorporation of the Surviving Corporation. The Surviving Corporation shall have the powers set forth in Appendix A and be governed by those provisions. From and after the Merger Date, and until further amended as provided by law, Appendix A may be certified, as the Certificate of Incorporation of the Surviving Corporation. In addition to the powers conferred upon it by Minnesota law, The B1 Group has the powers set forth in Appendix B and are governed by those provisions, prior to the Merger Date. Appendix B represents The B1 Group's status of good standing according to the Minnesota's Secretary of State website. Following the Merger Date, The B1 Group shall record its merger with CloudCover USA, as required by Minnesota Secretary of State and thus be no longer bound by the laws of Minnesota, accordingly.

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Article IV.

Bylaws of Surviving Corporation

From and after the Merger Date the present bylaws of CloudCover USA shall become the bylaws of the Surviving Corporation until they are altered, amended or repealed, or until new bylaws are adopted in accordance with the provisions of law, the bylaws and the Surviving Corporation.

Article V.

Directors and Officers

The number of directors of the Surviving Corporation, who shall hold office until their successors have been duly elected and shall qualify as directors provided in the Surviving Corporation and its bylaws, shall be four (4) directors until changed by action of the Board of the Surviving Corporation pursuant to its bylaws; and the respective names of the first directors of the Surviving Corporation are as follows:

- Stephen Cardot, CEO, Chairman
- Jim Libersky, President
- John J. Riordan, VP, CRM
- Robert Demopoulos, EVP, CTO

The first annual meeting of the shareholders of the Surviving Corporation after the Merger Date shall be the annual meeting provided by the bylaws of the Surviving Corporation for the year 2019. The first officers of the Surviving Corporation, who shall hold office until their successors have been elected or appointed shall become the officers of CloudCover USA immediately upon to the Merger Date. If, on or after the Merger Date, a vacancy shall for any reason exist in the Board of the Surviving Corporation, or in any of the offices, the vacancy shall be filled in the manner provided in the bylaws of the Surviving Corporation.

Article VI.

Capital Stock of Surviving Corporation

The capitalization of the Surviving Corporation upon the Merger Date shall be as set forth in the Certificate of Incorporation of the Surviving Corporation.

Article VII.

Conversion of Securities on Merger

The manner and basis of converting the shares of stock of each of the Constituent Corporations into shares of stock of the Surviving Corporation shall be governed by provisioning CloudCover common stock to The B1 Group according to the schedule in reference to Appendix A: Equity Stock Schedule as follows:

1. Fifty percent (50%) of all stock of The B1 Group shall be converted and/or exchanged for fifty percent (50%) of CloudCover USA authorized outstanding common voting stock;
2. The balance, fifty percent (50%) of remaining shares of The B1 Group stock, shall transfer in exchange for common voting stock of CloudCover USA's Parent Corporation, ("CloudCover, Ltd."), according to Appendix A: Equity Stock Schedule.

Following the Merger Date, according to Appendix A: Equity Stock Schedule, the holder of any outstanding certificate(s) representing the Constituent Corporation's stock shall be entitled, upon surrender of its certificate(s) representing the Constituent Corporation's outstanding stock, pursuant to Article VIII, the Surviving Corporation's Parent Corporation (CloudCover, Ltd.), shall own and control the Surviving Corporation. The record holder of the CloudCover USA common stock, following the Merger Date, shall earn annual dividends, that are in parity with its equity ownership of CloudCover USA, based on annual Net Profit earnings for that year, beginning April 22, 2019. See Appendix A: Equity Stock Schedule.

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Article VIII.

Assets and Liabilities

On the Merger Date, all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other choses in action, and all and every other interest of or belonging to either of Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation according to Appendix A: Equity Stock Schedule, without further act or deed; and all property and every other interest shall be as effectually the property of the Surviving Corporation as it was of the respective Constituent Corporations, and the title to any real estate or any interest, whether vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be submitted in place of either of the Constituent Corporations.

The parties respectively agree according to the Appendix A: Equity Stock Schedule, and from time to time, when requested by the Surviving Corporation or by its successors or assigns, the Parties will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this Merger Agreement. Without limiting the generality of the above, it shall be a specific term of this Merger Agreement and of the shareholder approval that upon the Merger Date there shall be effective in respect of and binding upon the Surviving Corporation and enforceable against it (a) the restricted stock of CloudCover USA, as it shall be in effect on the Merger Date, and all stock options outstanding on the Merger Date granted, and (b) all stock options outstanding on the Merger Date granted under any restricted stock option incentive plan of The B1 Group.

All outstanding equity of The B1 Group reserved for issuance, shall become the equity owned under the Surviving Corporation ("CloudCover USA") whereby:

- 1) Fifty percent (50%) of all outstanding equity units of The B1 Group shall transfer in exchange for fifty percent (50%) of the outstanding authorized common voting stock of CloudCover USA; and
- 2) Fifty percent (50%) equity of the outstanding authorized common voting stock of CloudCover USA shall transfer in exchange for fifty percent of all the outstanding equity units of The B1 Group; and
- 3) Fifty percent (50%) of all remaining equity units of The B1 Group, remaining under the ownership and control of The B1 Group shall transfer as provisioned to CloudCover, USA following the Merger Date, in exchange for equity in CloudCover, Ltd. based upon vestment terms and conditions for the respective periods stated in accordance with the Stock Equity Schedule, known as Appendix A; and
- 4) Immediately following the Merger Date the amount of equity of the Surviving Corporation will be represented as One-Hundred Million shares or 100% of all outstanding shares of stock, as provided for in Article VII of this Merger Agreement, whereby 50% of the outstanding common stock of CloudCover USA, will be owned by The B1 Group, and 50% will be owned by CloudCover, Ltd.; and
- 5) Fifty percent (50%) of all remaining stock of The B1 Group including equity units provisioned and transferable to CloudCover, USA, shall transfer to CloudCover, Ltd. according to Appendix A; and all remaining The B1 Group's CloudCover USA stock shall transfer and become wholly owned and under the 100% control of CloudCover, Ltd., according to Appendix A.

Handwritten signature and initials, possibly "SP" and "RJ", in the bottom right corner.

Article IX.

Conduct of Business by Constituent Corporations

Prior to the Merger Date, The B1 Group shall conduct its business in its usual and ordinary manner and shall not enter into any transaction other than in the usual and ordinary course of such business except as provided. Without limiting the generality of the above, The B1 Group shall be permitted to consolidate Barrier1, LLC and The Barrier Group, LLC under a single free-standing corporation, known as The B1 Group. No subsidiary may interfere with this merger except as otherwise consented, in writing, by CloudCover USA, or as provided in this Merger Agreement. Therefore, The B1 Group is constrained in the following:

- Shall provide evidence in writing of The B1 Group's shareholder Vote of Approval to this Merger;
- Shall not amend its Certificate of Incorporation or its bylaws;
- Shall not issue or sell any shares of its capital stock in addition to those outstanding on this date, except shares issued pursuant to rights or options in the activities in consideration of merger between Barrier1, LLC and The Barrier Group, LLC or outstanding stock options at that date;
- Shall not issue rights to subscribe to or options to purchase any special shares of its stock in addition to those outstanding on this date;
- Shall not advertise, disclose, or expose this Merger in any public forum or to any third-party vendor;
- Shall not issue or contract to issue funded debt, except loan(s) between The B1 Group and any of its subsidiaries, or between subsidiaries;
- Shall not declare or pay any dividend or make any other distribution upon or with respect to its capital stock, except that The B1 Group may pay on the B1 Group stock one (1) full regular cash dividend;
- Shall not repurchase any of its outstanding stock or by any other means transfer any of its funds to its shareholders either selectively or ratably, except as salary or other compensation in the ordinary or normal course of business and except for one or more cash contributions;
- Shall not undertake or incur any obligations or liabilities except current obligations or liabilities in the ordinary course of business and except for liabilities for fees and expenses in connection with the negotiation of this merger in amounts to be determined after the Merger Date;
- Shall not mortgage, pledge, subject to lien or otherwise encumber any realty or any tangible or intangible personal property;
- Shall not sell, assign or otherwise transfer any tangible assets of whatever kind, or cancel any claims, except in the ordinary course of business;
- Shall not sell, assign, or otherwise transfer any trademark, any patent or intangible asset;
- Shall not default in performance of any material provision of any material contract or obligation;
- Shall not purchase or otherwise acquire any equity or debt security of another corporation except to realize on an otherwise worthless debt; and/or,
- Shall not waive any right of any substantial value.

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Article X.

Warranties of the Constituent Corporations

The B1 Group covenants, represents and warrants to CloudCover USA that:

- It and each of its subsidiaries is as of the date of this Merger Agreement and upon the Merger Date (a) the corporation duly organized and existing and in good standing under the laws of the jurisdiction in which it is incorporated, (b) duly authorized under its Certificate of Incorporation, as amended to date, and under applicable laws, to engage in the business carried on by it, and (c) it or its subsidiaries are fully qualified to do business in all United States and Canada;
- All federal, state and local tax returns required to be filed by it, or by any of its subsidiaries, on or before the Merger Date will have been filed, and all taxes shown to be required to be paid on or before the Merger Date will have been paid;
- It and each of its subsidiaries will use its best efforts to collect the accounts receivable owned by it on or prior to the Merger Date and will follow its past practices in connection with the extension of any credit prior to the Merger Date;
- All fixed assets owned by it or any of its subsidiaries and employed in their respective businesses are of the type, kind and condition appropriate for their respective businesses and will be operated in the ordinary course of business until the Merger Date;
- All leases with an annual rental in excess of \$2500.00 now held by it now and will be on the Merger Date, in good standing and not voidable or void by reason of any default whatsoever;
- During the period between April 1, 2019, and the date of this Merger Agreement, except as disclosed in writing to CloudCover USA, neither it nor any subsidiary has taken any action, or suffered any conditions to exist, to any material or substantial extent in the aggregate, which it has agreed in Article IX or this Article X of this Merger Agreement not to take during the period between the date of this Merger Agreement and the Merger Date other than dividends of not more than \$20,000.00;
- It has not been represented by any broker in connection with the transaction contemplated, except as it has advised CloudCover USA in writing; and,
- Its Board of Directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this Merger Agreement, and the performance of the transactions contemplated by this Merger Agreement;
- The B1 Group shall cause amendments to be made to the Barrier1 profit-sharing plan and/or the trust Merger Agreement, to take effect on the Merger Date, as shall be necessary or appropriate to terminate any obligations of The B1 Group or to make any contribution on or after the Merger Date, and
- To make, and to permit the making of contributions in an amount not exceeding the sum of \$1000.00 per day from the date of this Agreement to the Merger Date in full satisfaction of the obligations of Barrier1 Group for the year and to give the present administration or such other persons, as are presently officers or directors of The B1 Group, all powers and rights with respect to contributions;
- To transfer the powers of administration of, and of all of the rights, duties, liabilities and obligations with respect to The B1 Group and the present administration of CloudCover USA and powers, rights, duties, liabilities and obligations whereby CloudCover USA will assume full control.

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- The B1 Group, in addition to other actions which it has represented to CloudCover USA, will also:
 1. Use its best efforts to preserve its business organization intact, to keep available to CloudCover USA the present officers and employees of The B1 Group, and to preserve for CloudCover USA the relationships with suppliers and customers and others having business relations with The B1 Group; and
 2. Shall not permit its subsidiaries to, increase the compensation, wages, or other benefits payable to its or its subsidiaries' officers or employees, whose total individual compensation, for services rendered to The B1 Group and/or any subsidiary is currently at an annual rate of more than \$15,000.00, other than increases that CloudCover USA approves or may approve by its Board resolution.
- CloudCover USA covenants, represents and warrants to The B1 Group that:
 1. CloudCover USA is a corporation duly organized and existing and in good standing under the laws of the State of South Dakota and has the corporate power to own its properties and to carry on its business as now being conducted; and
 2. Its Board of Directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this Merger Agreement, and the performance of the transactions contemplated by this Merger Agreement.

Article XI.

Consummation of Merger

If the merger contemplated is completed, all expenses incurred in consummating the plan of merger shall, except as otherwise agreed in writing between the Constituent Corporations, be borne by the Surviving Corporation. If the merger is not completed, each of the Constituent Corporations shall be liable for, and shall pay, the expenses incurred by it. Notwithstanding shareholder authorization and at any time prior to the filing and recording, this Merger Agreement may be deferred from time to time by mutual consent of the respective Boards of Directors of each of the Constituent Corporations, and, to the extent provided in (i), (ii), (iii) below, the merger may be abandoned:

- By the mutual consent of the respective Boards of Directors of each of the Constituent Corporations;
- At the election of the Board of Directors of CloudCover USA, if:
 1. Demands by shareholders for appraisal of their shares of Barrier1 Group common stock have been received from holders of fifty percent (50%) or more of the outstanding shares; or
 2. In the judgment of the Board any judgment is rendered relating to any legal proceeding not commenced and the existence of the judgment will or may materially affect the rights of either Constituent Corporation to sell, convey, transfer or assign any of its assets or materially interfere with the operation of its business, renders the merger impracticable, undesirable or not in the best interests of its shareholders; or
 3. An unknown, unforeseen or undisclosed The B1 Group evidential information that may be potentially damaging to CloudCover USA, as it relates to this Merger.
- At the election of the Board of Directors of either Constituent Corporation if:
 4. The warranties and representations of the other Constituent Corporation contained in this Merger Agreement shall not be substantially accurate in all material respects on and as of the date of election; or the covenants contained of the other Constituent Corporation shall not have been performed or satisfied in all material respects; or

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5. This Merger Agreement shall not have been approved by the requisite votes of shareholders of the Constituent Corporations on or before April 22, 2019; or

6. It shall not have received an opinion of counsel for the other Constituent Corporation which counsel shall, in the case of the The B1 Group shall be a Minnesota attorney, and, in the case of CloudCover USA, shall be a Minnesota attorney or other counsel(s) selected by CloudCover USA's Board, dated not earlier than the date on which the last of the requisite votes of shareholders of the Constituent Corporations shall have been obtained no later than thirty (30) days following Merger Date, to the effect that: (i) any other Constituent Corporation and its subsidiaries are corporations duly organized, validly existing and in good standing under the laws of their respective states of incorporation; (ii) all outstanding shares of stock of the Constituent Corporation have been duly and validly authorized, are validly issued and outstanding, and are fully paid and non-assessable; and (iii) all corporate action (other than the filing and recording of this Merger Agreement) required for the consummation of the merger contemplated hereby has been taken by the Constituent Corporation; or

7. The taking of any steps necessary to effect the merger by either of the Constituent Corporations shall be permanently or temporarily enjoined by a court having jurisdiction; or

8. The B1 Group shall not have received, prior to the Merger Date, a ruling from the Commissioner of Internal Revenue (which The B1 Group shall use its best efforts to obtain) in form and substance reasonably satisfactory to The B1 Group and to its counsel, to the effect that (i) under the Internal Revenue Code, as amended, no gain or loss will be recognized to The B1 Group as a result of the merger, and no gain or loss will be recognized to the shareholders of The B1 Group, as a result of their exchange of the The B1 Group unit stock for shares of the CloudCover USA common stock; and (ii) the CloudCover USA preferred stock will not constitute "Section 306 stock"; or

9. It shall not have received an opinion of counsel selected by CloudCover USA, dated not earlier than the date on which the last of the requisite votes of shareholders of the Constituent Corporations shall have been obtained and not later than thirty (30) days later, to the effect that the shares of stock of the Surviving Corporation to be issued, as provided, upon conversion of shares of stock of The B1 Group will be legally and validly authorized and, when issued, will be validly issued, fully paid and non-assessable shares of stock of the Surviving Corporation.

10. If the Merger Date does not occur by 12:00 noon p.m. on April 22, 2019, then, at the option of the Board of directors of CloudCover USA, may be deferred to a date on or after 12:00 noon p.m. on April 26, 2019. If the Merger Date has not occurred by 12:00 noon on April 30, 2019, then, at the option of the Board of directors of either Constituent Corporation the Merger may be abandoned.

11. In the event of the abandonment of the merger pursuant to the foregoing provisions, this Merger Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or its shareholders, directors, officers in respect of this merger except the obligation of each Constituent Corporation to pay its own expenses as provided in this Article XI.

Article XII.

Resident Agent

The respective names of the county and the city within the county in which the principal office of the Surviving Corporation is to be located in the State of South Dakota, the street and number of the principal office, the name of the registered agent will, as of the Merger Date, be as set forth in article second of the Certificate of Incorporation of the Surviving Corporation.

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Article XIII.

Right to Amend Certificate of Incorporation

The Surviving Corporation reserves the right to amend, alter, change or repeal its Certificate of Incorporation in the manner now or later prescribed by statute or otherwise authorized by law; and all rights and powers conferred in the Certificate of Incorporation on shareholders, directors or officers of the Surviving Corporation, or any other person, are subject to this reserved power.

Article XIV.

Miscellaneous

The representations and warranties contained in Article X of this Merger Agreement and any liability of one Constituent Corporation to the other for any default under the provisions of Articles IX or X of this Merger Agreement, shall expire with, and be terminated and extinguished by, the merger under this Merger Agreement on the Merger Date.

To enable CloudCover USA to coordinate the activities of The B1 Group into those of CloudCover USA on and after the Merger Date, The B1 Group shall, before the Merger Date, afford to the officers and authorized representatives of CloudCover USA free and full access to the plants, properties, books and records of Barrier1, and the officers of The B1 Group will furnish CloudCover USA with financial and operating data and other information as to the business and properties of The B1 Group and its subsidiaries as CloudCover USA shall from time to time reasonably request.

CloudCover USA shall, before the Merger Date, afford to the officers and authorized representatives of The B1 Group such access, and CloudCover USA's officers will furnish such data and information to Barrier1, as may be reasonably required by The B1 Group for the preparation of its proxy statement in connection with the meeting of shareholders to be called pursuant to section 1 of Article I of this Merger Agreement.

CloudCover USA and The B1 Group agree that, unless and until the merger contemplated by this Merger Agreement has been consummated, CloudCover USA and The B1 Group and their officers and representatives will hold in strict confidence all data and information obtained from one another as long as it is not in the public domain, and if the merger provided for is not consummated as contemplated, CloudCover USA and The B1 Group, will each return all data as the other party may reasonably request.

For the convenience of the parties and to facilitate the filing or recording of this Merger Agreement, any number of counterparts may be executed, and each executed counterpart shall be deemed to be an original instrument. This Merger Agreement shall be governed by and shall be construed in accordance with the laws and regulations of the State of Minnesota. If any provision herein shall be deemed unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with the remaining terms.

* * *

[Signatures on following page]

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[Signature page to Merger Agreement]

In witness, the directors, or a majority of them, of each of the Constituent Corporations have duly subscribed their names to this Merger Agreement under the corporate seal of their respective corporation, all as of the day and year first written above.

CloudCover

CloudCover USA, Inc.



Signature

Stephen C. Cardot

Stephen C. Cardot

CEO / President

4 / 25 / 2019

Title

Date

The B1 Group

The B1 Group, Inc.



Signature

ROBERT J.
DEMPOULOS

Principle (please print)

Title **PRESIDENT** Date **5-1-2019**