

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6890395

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	CERTIFICATE OF MERGER
RESUBMIT DOCUMENT ID:	506745300

CONVEYING PARTY DATA

Name	Execution Date
UNIQIFY IP COMPANY, LLC	06/30/2021

RECEIVING PARTY DATA

Name:	UNIQIFY, INC.
Street Address:	2030 FORTUNE DRIVE, SUITE 200
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131

PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	7975164
Patent Number:	8661285
Patent Number:	8843778
Patent Number:	8941423
Patent Number:	8941422
Patent Number:	8947140
Patent Number:	8990607
Patent Number:	9021293
Patent Number:	9075543
Patent Number:	9081516
Patent Number:	9100027
Patent Number:	9300443
Patent Number:	9425778
Patent Number:	9431091
Patent Number:	9552853
Patent Number:	9584309
Patent Number:	9805784
Patent Number:	9898433
Patent Number:	10032502

PATENT

Property Type	Number
Patent Number:	10229729
Patent Number:	10242730
Patent Number:	10269408
Patent Number:	10586585
Patent Number:	10734061
Application Number:	63184630
Application Number:	63184576
Application Number:	16909871
Application Number:	61777648
PCT Number:	US1424818
Application Number:	15853568
Application Number:	16254436
Application Number:	17074403
Application Number:	13797200
Application Number:	62063136
Application Number:	14273455
Application Number:	14273438

CORRESPONDENCE DATA

Fax Number: (617)341-7701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: LINDA A. SALERA, SENIOR PARALEGAL

Address Line 1: ONE FEDERAL STREET

Address Line 2: C/O MORGAN, LEWIS & BOCKIUS LLP

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	LINDA A. SALERA
SIGNATURE:	/LINDA A. SALERA/
DATE SIGNED:	08/30/2021

Total Attachments: 5

- source=Uniquify Inc. - CA Certificate of Merger file stamped June 30 2021#page1.tif
- source=Uniquify Inc. - CA Certificate of Merger file stamped June 30 2021#page2.tif
- source=Uniquify Inc. - CA Certificate of Merger file stamped June 30 2021#page3.tif
- source=Uniquify Inc. - CA Certificate of Merger file stamped June 30 2021#page4.tif
- source=Uniquify Inc. - CA Certificate of Merger file stamped June 30 2021#page5.tif

FILED *KXN*
Secretary of State
State of California
JUN 30 2021 *SC*

A0890224

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Execution Version

14
AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Agreement"), dated as of June 30, 2021, is entered into by and between Uniquify IP Company, LLC, a Nevada limited liability company ("IP LLC"), and Uniquify, Inc., a California corporation ("Uniquify" and, collectively, with IP LLC, the "Parties").

RECITALS

WHEREAS, IP LLC is a wholly-owned subsidiary of Uniquify;

WHEREAS, it is contemplated that IP LLC will merge with and into Uniquify, with Uniquify being the surviving entity (the "Merger"); and

WHEREAS, (i) (x) Uniquify, in its capacity as the sole Member of IP LLC, and (y) the board of managers of IP LLC, each has declared the Merger to be advisable and in the best interests of IP LLC and (ii) the board of directors of Uniquify has declared the Merger to be advisable and in the best interests of Uniquify and its shareholders.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2), IP LLC shall be merged with and into Uniquify, whereupon the separate existence of IP LLC shall cease, and Uniquify shall be the surviving entity (the "Surviving Entity") in the Merger. The Surviving Entity shall, in accordance with Section 92A-100 et seq. of the Nevada Revised Statutes and Section 1113 of the California Corporations Code, succeed by operation of law, without other transfer or action, to all of the rights, title, interests and property of IP LLC, and shall assume all debts, obligations and liabilities of IP LLC as if the Surviving Entity had itself incurred such debts, obligations and liabilities.

2. Effective Time. The Merger shall become effective as of June 30, 2021 at 11:59 p.m. Pacific Time, or if the articles of merger, certificate of merger and officer's certificate have been filed with the California Secretary of State and the Nevada Secretary of State at an earlier time, such earlier time (the "Effective Time").

3. Cancellation of Membership Interests. At the Effective Time, Uniquify's membership interests in IP LLC, by virtue of the Merger, shall be cancelled without any consideration therefor.

4. Address of Surviving Entity. The street address of the Surviving Entity's principal place of business is 2030 Fortune Drive, Suite #200, San Jose, California 95131.

5. Articles of Incorporation. The Articles of Incorporation of Uniquify, as in effect and on file with the California Secretary of State immediately prior to the Effective Time, shall continue as the Articles of Incorporation of the Surviving Entity.

6. Bylaws. The Bylaws of Uniquify, as in effect immediately prior to the Effective Time, shall continue as the Bylaws of the Surviving Entity.

7. Directors and Officers of the Surviving Entity. From and after the Effective Time, until successors are duly elected or appointed in accordance with applicable law, the directors and officers of Uniquify immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the Parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the Parties.

9. Miscellaneous.

(a) If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of IP LLC, the officers of the Surviving Entity are hereby authorized, in the name of IP LLC, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

(b) The Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective Parties.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflicts of law provisions thereof.

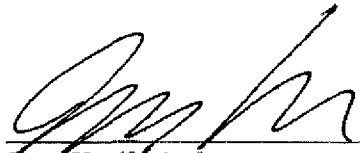
(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Signatures received by facsimile, PDF file or other electronic format shall be deemed to be original signatures.

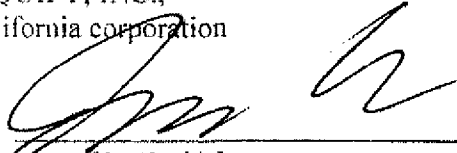
(Signature Page Follows)

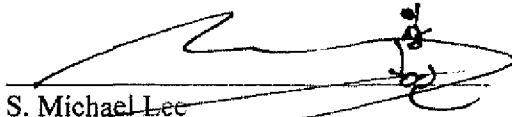
IN WITNESS WHEREOF, the Parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

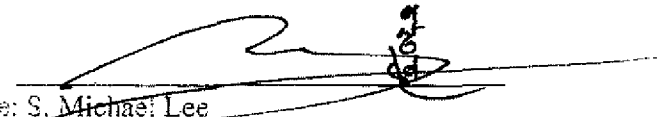
UNIQUIFY, INC., a California corporation

UNIQUIFY IP COMPANY, LLC, a Nevada limited liability company

By: 
Name: Jung Ho (Josh) Lee
Title: President

UNIQUIFY, INC.,
a California corporation
By: 
Name: Jung Ho (Josh) Lee
Title: President of Uniquify, Inc., its Manager

By: 
Name: S. Michael Lee
Title: Secretary

By: 
Name: S. Michael Lee
Title: Secretary of Uniquify, Inc., its Manager

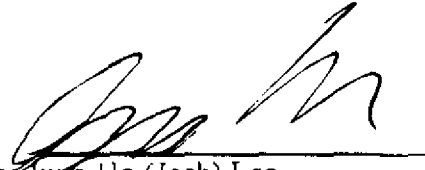
UNIQUIFY, INC.
OFFICER'S CERTIFICATE
FOR APPROVAL OF
AGREEMENT OF MERGER

THE UNDERSIGNED, Jung Ho (Josh) Lee, and S. Michael Lee, hereby certify that they are the President and Secretary, respectively, of Uniquify, Inc., a corporation organized under the laws of the State of California (the "Company" or "Uniquify") and hereby further certify that:

1. The principal terms of the Agreement of Merger by and between Uniquify IP Company, LLC, a Nevada limited liability company ("IP LLC") and the Company in the form attached hereto were entitled to be and were approved by the board of directors of the Company alone.
2. The shareholders of the Company were not entitled to vote thereon.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Approval of Agreement of Merger are true and correct to the best of our knowledge.

Date: June 30, 2021

By: 
Name: Jung Ho (Josh) Lee
Title: President

Date: June 30, 2021

By: 
Name: S. Michael Lee
Title: Secretary



**State of California
Secretary of State**

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911 14, 16915(b) and 17710 14)

OBE MERG

IMPORTANT — Read all instructions before completing this form.

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<p>1. NAME OF SURVIVING ENTITY Uniquify, Inc.</p>	<p>2. TYPE OF ENTITY Corporation</p>	<p>3. CA SECRETARY OF STATE FILE NUMBER C2781187</p>	<p>4. JURISDICTION California</p>																		
<p>5. NAME OF DISAPPEARING ENTITY UNIQUIFY IP COMPANY, LLC</p>	<p>6. TYPE OF ENTITY LLC</p>	<p>7. CA SECRETARY OF STATE FILE NUMBER n/a</p>	<p>8. JURISDICTION Nevada</p>																		
<p>9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">SURVIVING ENTITY</th> <th colspan="3">DISAPPEARING ENTITY</th> </tr> <tr> <th>CLASS AND NUMBER</th> <th>AND</th> <th>PERCENTAGE VOTE REQUIRED</th> <th>CLASS AND NUMBER</th> <th>AND</th> <th>PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td>N/A</td> <td>All Class A Interests</td> <td></td> <td>more than 50%</td> </tr> </tbody> </table>				SURVIVING ENTITY			DISAPPEARING ENTITY			CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	N/A		N/A	All Class A Interests		more than 50%
SURVIVING ENTITY			DISAPPEARING ENTITY																		
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED																
N/A		N/A	All Class A Interests		more than 50%																
<p>10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT</p> <p><input type="checkbox"/> No vote of the shareholders of the parent party was required <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.</p>																					
<p>11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES IF NECESSARY</p> <p>n/a</p>																					
<p>12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY</p> <p>PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE</p>																					
<p>13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY</p> <p>Pursuant to California Corporation's Code Section 1201(b)</p>																					
<p>14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER</p> <p>Section 92A-100 et seq. of the Nevada Revised Statutes</p>			<p>15. FUTURE EFFECTIVE DATE IF ANY</p> <p>____/____/____ (Month) (Day) (Year)</p>																		
<p>16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES IF ANY IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.</p>																					
<p>17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT WHICH EXECUTION IS MY ACT AND DEED.</p> <table style="width:100%;"> <tr> <td style="width:50%; vertical-align: bottom;"> <p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE June 30, 2021</p> </td> <td style="width:50%; vertical-align: bottom;"> <p>Jung Ho (Josh) Lee, President of Uniquify, Inc. TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p> </td> </tr> <tr> <td style="vertical-align: bottom;"> <p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE June 30, 2021</p> </td> <td style="vertical-align: bottom;"> <p>S. Michael Lee, Secretary of Uniquify, Inc. TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p> </td> </tr> <tr> <td style="vertical-align: bottom;"> <p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE June 30, 2021</p> </td> <td style="vertical-align: bottom;"> <p>Jung Ho (Josh) Lee, President of Uniquify, Inc., its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p> </td> </tr> <tr> <td style="vertical-align: bottom;"> <p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE June 30, 2021</p> </td> <td style="vertical-align: bottom;"> <p>S. Michael Lee, Secretary of Uniquify, Inc., its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p> </td> </tr> </table> <p>For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing _____</p>				<p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE June 30, 2021</p>	<p>Jung Ho (Josh) Lee, President of Uniquify, Inc. TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p>	<p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE June 30, 2021</p>	<p>S. Michael Lee, Secretary of Uniquify, Inc. TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p>	<p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE June 30, 2021</p>	<p>Jung Ho (Josh) Lee, President of Uniquify, Inc., its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p>	<p> _____ SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE June 30, 2021</p>	<p>S. Michael Lee, Secretary of Uniquify, Inc., its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</p>										
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