

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI439165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/01/2024
CONVEYING PARTY DATA	
Name	Execution Date
Martin Bencher USA, LLC	06/01/2024
RECEIVING PARTY DATA	
Company Name:	Maersk Logistics & Services USA Inc.
Street Address:	180 Park Avenue
City:	Florham Park
State/Country:	NEW JERSEY
Postal Code:	07932
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9638162
Patent Number:	10738766
CORRESPONDENCE DATA	
Fax Number:	9136479057
<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:	9136479050
Email:	mhurd@hoveywilliams.com,mahlers@hoveywilliams.com
Correspondent Name:	Michael Hurd
Address Line 1:	Hovey Williams LLP
Address Line 2:	10801 Mastin Blvd.
Address Line 4:	Overland Park, KANSAS 66210
ATTORNEY DOCKET NUMBER:	49309
NAME OF SUBMITTER:	Michael Hurd
SIGNATURE:	Michael Hurd
DATE SIGNED:	08/20/2024
Total Attachments: 10	
source=Martin Bencher USA, LLC-NJ-Post-Merger Evidence of Merger#page1.tiff	
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source=Martin Bencher USA, LLC-DE-Post-Merger Evidence of Merger#page3.tiff

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)
0100384521

MAERSK LOGISTICS & SERVICES USA INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
Filed in this office
June 5, 2024
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



Certificate Number: 145705396

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
7th day of June, 2024

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

CERTIFICATE OF MERGER

OF

Martin Bencher USA, LLC
NJID# 0600155911

AND

Maersk Logistics & Services USA Inc.
NJID# 0100384521

FILED

JUN 5 2024

STATE TREASURER

To the New Jersey Treasurer

Pursuant to the provisions of Section 75-77 of the New Jersey Revised Uniform Limited Liability Act, and Section 14A of the New Jersey Business Corporation Act, it is hereby certified that:

1. The names of the merging corporations are Martin Bencher USA, LLC, which is a limited liability company organized under the laws of the State of New Jersey, and Maersk Logistics & Services USA Inc., which is a business corporation organized under the laws of the State of Delaware.
2. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Martin Bencher USA, LLC, with and into Maersk Logistics & Services USA Inc. as approved by the Board of Directors of each of said entity.
3. All membership interests of Martin Bencher USA, LLC, which were entitled to vote at the time of the approval of the Agreement and Plan of Merger were held by its sole member, Maersk Logistics & Services USA Inc. Martin Bencher USA, LLC's board of directors approved the merger by unanimous consent. The date of the written consent evidencing board of directors' resolution and approval was June 1, 2024.
4. The number of shares of Maersk Logistics & Services USA Inc. which were entitled to vote at the time of the approval of the Agreement and Plan of Merger, by its sole stockholder, Maersk Logistics and Services International A/S, is 1000 shares of common stock, all of which are of one class. The date of the written consent evidencing Maersk Logistics and Services International A/S' unanimous vote, resolution and approval was June 1, 2024.
5. The applicable provisions of the laws of the jurisdiction of organization of Martin Bencher USA, LLC relating to the merger of Martin Bencher USA, LLC with and into Maersk Logistics & Services USA Inc. have been complied with.

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6. Maersk Logistics & Services USA Inc. will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization.

7. The date of adoption for the merger shall be June 1, 2024.

Executed on June 1, 2024.

Martin Bencher USA, LLC

By: 

Name: Peter Jabbour

Title: Vice President

Maersk Logistics & Services USA Inc.

By: 

Name: Peter Jabbour

Title: Vice President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 1st day of June, 2024, by and between Martin Bencher USA, LLC, a New Jersey limited liability company ("MBUSA"), and Maersk Logistics & Services USA Inc., a Delaware corporation (the "Corporation"). The two entities are hereinafter sometimes called the "Constituent Companies." MBUSA is hereinafter also sometimes referred to as the "Merged Company," and the Corporation is hereinafter also sometimes referred to as the "Surviving Company."

WITNESSETH

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that MBUSA be merged with and into the Corporation under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Delaware and the State of New Jersey;

WHEREAS, MBUSA is a New Jersey limited liability company whose sole member is the Corporation;

WHEREAS, the Corporation is a Delaware corporation whose sole stockholder is Maersk Logistics & Services International A/S.; and

WHEREAS, the registered office of MBUSA in the State of New Jersey is 21 Fadem Rd #14, Springfield, NJ 07081 in Union County; and the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive Wilmington, DE 19808 in New Castle County.

NOW, THEREFORE, the Constituent Companies, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At 12:01 a.m. on June 1, 2024 (the "Effective Time"), MBUSA shall be merged with and into the Corporation, which shall be the Surviving Company. At the Effective Time of the merger (the "Merger") provided for in this Agreement and Plan of Merger, the separate existence of MBUSA shall cease in accordance with applicable law. The name of the Surviving Company shall be "Maersk Logistics & Services USA Inc.", a Delaware corporation. The principal place of business of the Surviving Company is located at 180 Park Ave., Florham Park, New Jersey 07932, USA.

SECOND: Each issued membership interest of the Merged Company shall, upon the Effective Time of the Merger, be cancelled for no consideration. The issued and outstanding shares of stock of the Corporation shall not be converted in any manner, but each said share of stock which is issued as of the Effective Time of the merger shall continue to represent one issued share of stock of the Surviving Company.

THIRD: The terms and conditions of the Merger are as follows:

(a) The Certificate of Incorporation of the Corporation as it shall exist at the Effective Time of the Merger shall be and remain the Certificate of Incorporation of the Surviving Company until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) At and after the Effective Time of the Merger, the Surviving Company shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, as well as for stock and membership interest subscriptions, shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Company as they were of either of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Company; the title to any bank accounts in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Company shall indemnify and hold harmless the officers and managers of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

(c) As and when requested by the Surviving Company or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of either of the Constituent Companies acquired by the Surviving Company by reason or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and managers of the Merged Company and the officers and managers of the Surviving Company are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(d) This Agreement and Plan of Merger shall be submitted to the Board of Directors of each of the Constituent Companies as and to the extent provided by law. The Merger shall take effect at the Effective Time, once any and all documents or instruments necessary to perfect the Merger, pursuant to the requirements of the Delaware Corporation Law and the New Jersey Revised Uniform Limited Liability Company Act (as amended), are accepted for filing by the appropriate offices of the State of Delaware and the State of New Jersey, respectively.

(e) This Agreement and Plan of Merger may be terminated or abandoned by
(i) either Constituent Company, by written action of a member of the Board of Directors, at any

time prior to its adoption by the Board of Directors of each of the Constituent Companies as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, by written action of a member of the Board of Directors, at any time after such adoption by such Board of Directors and prior to the Effective Time of the Merger for any reason or for no reason. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or of the Board of Directors of the Corporation or MBUSA.

(f) All corporate acts, plans, policies, approvals and authorizations of the Corporation, its Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Company and shall be effective and binding thereon as they were on MBUSA. Nothing contained herein will be considered as requiring the Surviving Company to continue any specific plan or benefit, or to confer upon any employee, beneficiary, dependent, legal representative or collective bargaining agent of such employee any right or remedy of any nature or kind whatsoever under or by reason of this Agreement, including without limitation any right to employment or to continued employment for any specified period, at any specified location or under any specified job category, except as specifically provided for in an offer letter or other agreement of employment. It is specifically understood that continued employment with the Merged Company or employment with the Surviving Company is not offered or implied for any other employees of the Merged Company and any continuation of employment with the Surviving Company after the Closing will be at will except as specifically provided otherwise in an offer letter or other agreement of employment.


(g) From the Effective Time of the Merger, the Board of Directors of the Surviving Company is hereby authorized in the name of the companies that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Company any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement and Plan of Merger.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by the Company and Pilot Global, have caused this Agreement and Plan of Merger to be executed by their authorized representatives.


MARTIN BENCHER USA LLC:

Martin Bencher USA, LLC
(a New Jersey limited liability company)

By: 
Name: Peter Jabbour
Title: Vice President

THE CORPORATION:

Maersk Logistics & Services USA Inc.
(a Delaware corporation)

By: 
Name: Peter Jabbour
Title: Vice President

Classification: Internal

Delaware

The First State

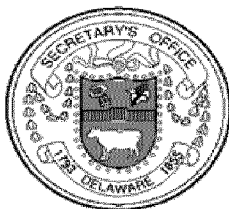
Page 1

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 MERGER, WHICH MERGES:

"MARTIN BENCHER USA, LLC", A NEW JERSEY LIMITED LIABILITY COMPANY,

WITH AND INTO "MAERSK LOGISTICS & SERVICES USA INC." UNDER THE NAME OF "MAERSK LOGISTICS & SERVICES USA INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MAY, A.D. 2024, AT 11:48 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JUNE, A.D. 2024 AT 12:01 O'CLOCK A.M.



A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

2166581 8100M
SR# 20242681458

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

Authentication: 203613618
Date: 06-03-24

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**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
FOREIGN LIMITED LIABILITY COMPANY INTO
DOMESTIC CORPORATION**

Pursuant to Title 8, Section 258 of the Delaware General Corporation Law (the "DGCL"), the undersigned domestic corporation executed the following Certificate of Merger:

FIRST: The name of the surviving domestic corporation is Maersk Logistics & Services USA Inc., a Delaware corporation, and the name of the company being merged into this surviving domestic corporation is Martin Bencher USA, LLC, a New Jersey limited liability company.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the surviving domestic corporation and the merging company.

THIRD: The name of the surviving domestic corporation is Maersk Logistics & Services USA Inc.

FOURTH: The merger is to become effective as of 12:01 a.m., June 1, 2024.

FIFTH: The Agreement and Plan of Merger is on file at Maersk Logistics & Services USA Inc., 180 Park Avenue, Florham Park New Jersey 07932, Attn: CFO, the place of business of the surviving domestic corporation ("Surviving Corporation Address").

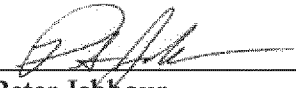
SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving domestic corporation upon request, without cost, to any stockholder of any constituent corporation.

SEVENTH: The surviving domestic corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent merging corporation, as well as for enforcement of any obligation of the surviving or resulting corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to §262 of the DGCL, and shall irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings and to send a copy to the Surviving Corporation Address.

[Signature Page Follows]

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by an authorized person, the 1st day of June, 2024.

Maersk Logistics & Services USA Inc.,
a Delaware corporation

By: 
Name: Peter Jabbour
Title: Vice President