

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625799

| | | | |
|---|-------------------------------------|-------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER AND CHANGE OF NAME | | |
| EFFECTIVE DATE: | 12/22/2020 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Clear2Pay Americas, Inc. | | 12/22/2020 | Corporation: DELAWARE |
| NEWLY MERGED ENTITY DATA | | | |
| Name | Execution Date | Entity Type | |
| Fidelity Information Services, LLC | 12/22/2020 | Limited Liability Company: ARKANSAS | |
| MERGED ENTITY'S NEW NAME (RECEIVING PARTY) | | | |
| Name: | Fidelity Information Services, LLC | | |
| Street Address: | 601 Riverside Avenue | | |
| City: | Jacksonville | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32204 | | |
| Entity Type: | Limited Liability Company: ARKANSAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2443746 | LEXCEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2023545232 | | |
| <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: | 202-808-3570 | | |
| Email: | docketing@kelly-ip.com | | |
| Correspondent Name: | David M. Kelly and Lynn M. Jordan | | |
| Address Line 1: | Kelly IP, LLP | | |
| Address Line 2: | 1300 19th Street, N.W., Suite 300 | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 120.1645 | | |
| NAME OF SUBMITTER: | David M. Kelly | | |
| SIGNATURE: | /David M. Kelly/ | | |

OP \$40.00 2443746

DATE SIGNED:

02/11/2021

Total Attachments: 12

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STATE OF ARKANSAS

SECRETARY OF STATE

John Thurston

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, John Thurston, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Merger

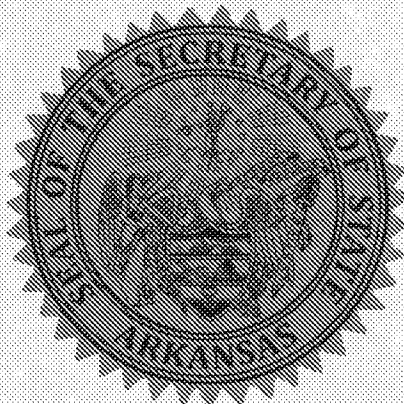
of

CLEAR2PAY AMERICAS, INC.

with and into

FIDELITY INFORMATION SERVICES, LLC

filed in this office December 22, 2020.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 22nd day of December, 2020.

John Thurston

Arkansas Secretary of State

TRADEMARK

REEL: 007189 FRAME: 0261



ARTICLES OF MERGER

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, FL 32204

December 22, 2020

Arkansas Secretary of State
1401 W. Capitol, Suite 250
Little Rock, Arkansas 72201

Dear Sir or Madam:

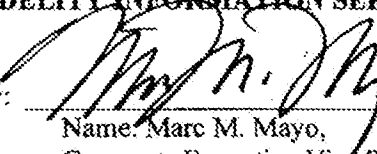
Attached hereto as Exhibit A please find an Agreement of Merger, dated as of December 22, 2020, by and between Clear2Pay Americas, Inc., a Delaware corporation ("**Clear2Pay**") and Fidelity Information Services, LLC, an Arkansas limited liability company ("**FIS**") (the "**Merger Agreement**"). The purpose of this letter is to accompany the filing of the Merger Agreement, in accordance with the Arkansas Small Business Entity Tax Pass Through Act.

The Merger Agreement sets forth the terms of the merger of Clear2Pay with and into FIS, with FIS as the surviving company. The directors and sole shareholder of Clear2Pay have each approved of the merger and the Merger Agreement. Additionally, the sole member of FIS has approved of the merger and the Merger Agreement. The Merger Agreement is effective as of December 22, 2020, and does not provide for any changes to the organizational documents of FIS as the surviving company.

The undersigned certifies that the merger was approved as required by the surviving organization's governing statute and includes the information required by A.C.A. § 4-32-1208. The undersigned understands that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to \$100.00 and/or imprisonment up to 30 days.

Best regards,

FIDELITY INFORMATION SERVICES, LLC

By: 
Name: Marc M. Mayo,
Corporate Executive Vice President and
Chief Legal Office

[enclosures]

EXHIBIT A
MERGER AGREEMENT

MERGER AGREEMENT

This Merger Agreement, dated as of December 22, 2020 (this "**Agreement**"), is entered into by and between Clear2Pay Americas, Inc., a Delaware corporation ("**Clear2Pay**"), and Fidelity Information Services, LLC, an Arkansas limited liability company (the "**Company**").

RECITALS

WHEREAS, Clear2Pay has twenty-three million ninety-one thousand eight hundred (23,091,800) shares of common stock of which twenty-three million ninety-one thousand eight hundred (23,091,800) shares at par value of nominal value are issued and outstanding (the "**Clear2Pay Common Stock**").

WHEREAS, as of the Effective Time (as defined below), all of the Clear2Pay Common Stock is owned by the Company.

WHEREAS, the parties desire to merge Clear2Pay with and into the Company, pursuant to which the Company will continue as the surviving company and the separate existence of Clear2Pay will cease, upon the terms and subject to the conditions set forth in this Agreement (the "**Merger**").

WHEREAS, the sole member of the Company and the board of directors and the sole stockholder of Clear2Pay have each (i) determined that the Merger is advisable and in the best interests of the Company and Clear2Pay, (ii) approved and adopted this Agreement and (iii) approved the Merger.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements set forth in this Agreement, Clear2Pay and the Company hereby agree as follows:

I. THE MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law (the "**DGCL**") and the Arkansas Small Business Entity Tax Pass Through Act (the "**AR LLCA**"), at the Effective Time (as defined below), Clear2Pay will be merged with and into the Company, Clear2Pay's separate existence will cease and the Company will be the surviving company in the Merger and shall succeed to and assume all the rights and obligations of Clear2Pay. The Company, as the surviving company after the Merger, is herein sometimes referred to as the "**Surviving Company**."

1.2 Filing and Effectiveness. Immediately after signing this Agreement, the parties will cause (i) a Certificate of Merger (the "**Certificate of Merger**") in substantially the form of Exhibit A hereto, meeting the requirements of the DGCL, to be executed and filed with the Secretary of State of the State of Delaware and (ii) Articles of Merger (the "**Articles of Merger**") in substantially the form of Exhibit B hereto, meeting the requirements of the AR LLCA, to be executed and filed with the Secretary of State of the State of Arkansas. The Merger will become effective at the time when the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware and the Articles of Merger have been duly filed with the Secretary of State of the State of Arkansas or such later time as may be specified in the Certificate of Merger and the Articles of Merger (the "**Effective Time**").

1.3 Effects of the Merger.

(a) **General.** The Merger will have the effects specified in Section 4-32-1209 of the AR LLCA.

(b) **Managers and Officers.** Following the Effective Time, the managers of the Company immediately prior to the Effective Time shall be the managers of the Surviving Company, and

the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation, retirement, disqualification or removal in accordance with applicable law and the certificate of formation and operating agreement of the Company.

(c) Effect on Capital Stock. At and as of the Effective Time, without any action on the part of Clear2Pay or the Company, as the case may be, or of any holder of any shares of capital stock of or other equity interest in Clear2Pay or the Company, the shares of capital stock and other securities of Clear2Pay and the Company will be treated as follows:

(i) Cancellation of Clear2Pay Common Stock. Each share of Clear2Pay Common Stock outstanding immediately prior to the Effective Time will be canceled without payment of any consideration therefor and shall cease to exist.

(ii) Surrender of Clear2Pay Common Stock. At or before the Effective Time, the Company shall surrender any and all outstanding certificates representing shares of Clear2Pay Common Stock to the Surviving Company.

1.4 Taking of Necessary Action; Further Action. Prior to the Effective Time, the Company and Clear2Pay shall take all such action as shall be necessary or appropriate to effectuate the Merger. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers, and franchises of the Company and Clear2Pay, the officers and managers of the Surviving Company are fully authorized, in the name of and on behalf of the Company and Clear2Pay, to take, and the Company will cause them to take, all such lawful and necessary action.

II. GENERAL

2.1 Termination. Clear2Pay and the Company, by written agreement, may terminate this Agreement as to all parties and the Merger may be abandoned for any reason whatsoever, at any time prior to the Effective Time.

2.2 No Third-Party Beneficiaries. There are no third-party beneficiaries having rights under or with respect to this Agreement.

2.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to any choice of law principles.

2.4 Amendments. This Agreement may not be amended or modified except by a writing signed by all of the parties.


2.5 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement and understanding of the parties in respect of its subject matter and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

2.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative as of the date stated in the introductory paragraph of this Agreement.

CLEAR2PAY AMERICAS, INC.

By: 
Name: Ann M. Vasileff
Title: Senior Vice President and Chief Tax Officer

FIDELITY INFORMATION SERVICES, LLC

By: 
Name: Marc M. Mayo
Title: Corporate Executive Vice President and Chief Legal Officer

EXHIBIT A
CERTIFICATE OF MERGER

**STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
CLEAR2PAY AMERICAS, INC.**

(a Delaware corporation)

**WITH AND INTO
FIDELITY INFORMATION SERVICES, LLC**

**(an Arkansas limited liability company)
(the "Merger")**

Pursuant to Section 264 of the Delaware General Corporation Law (the "DGCL"), the undersigned certifies as follows:

FIRST: The name, state of domicile, jurisdiction of formation or organization and type of entity of each of the constituent entities are as follows: (i) Clear2Pay Americas, Inc., a Delaware corporation ("Clear2Pay"), and (ii) Fidelity Information Services, LLC, an Arkansas limited liability company ("FIS").

SECOND: An Agreement and Plan of Merger (the "**Merger Agreement**") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 264 of the DGCL.

THIRD: FIS shall be the surviving limited liability company after the Merger (the "**Surviving Company**"). The name of the Surviving Company shall be Fidelity Information Services, LLC.

FOURTH: The limited liability company agreement of FIS will be the limited liability company agreement of the Surviving Company, until such time as it may be amended, modified or otherwise changed in accordance with applicable law.

FIFTH: The Merger shall become effective on December 22, 2020.

SIXTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Company, located at 601 Riverside Avenue, Jacksonville, FL 32204.

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Company, on request and without cost, to any stockholder or member of the constituent entities to the Merger.

EIGHTH: The Surviving Company agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Surviving Company arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such

process to the surviving limited liability company at 601 Riverside Avenue, Jacksonville, FL 32204, Attention: Chief Legal Officer.

[Signature page follows]

IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be executed in its name as of this 22nd day of December 2020.

FIDELITY INFORMATION SERVICES, LLC

By: 

Name: Marc M. Mayo

Title: Corporate Executive Vice President and
Chief Legal Officer

EXHIBIT B
ARTICLES OF MERGER

ARTICLES OF MERGER

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, FL 32204

December 22, 2020

Arkansas Secretary of State
1401 W. Capitol, Suite 250
Little Rock, Arkansas 72201

Dear Sir or Madam:

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Best regards,

FIDELITY INFORMATION SERVICES, LLC

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