

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALMAC CLINICAL TECHNOLOGIES INCORPORATED | | 12/20/2007 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | ALMAC CLINICAL TECHNOLOGIES LLC | | |
| Street Address: | 1040 Stony Hill Road, | | |
| Internal Address: | Suite 200, | | |
| City: | Yardley | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19067 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78687058 | I TRIAL EDC | |
| Serial Number: | 78687036 | ITRIAL EDC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (610)371-8506 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
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| Address Line 4: | Princeton,, NEW JERSEY 08540 | | |
| ATTORNEY DOCKET NUMBER: | 002043.00003 | | |
| NAME OF SUBMITTER: | Elliott J. Stein | | |

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| Signature: | /varlawyer/ |
| Date: | 02/20/2008 |
| Total Attachments: 4 source=ALMAC-Clinical-IncToLLC-122007#page1.tif source=ALMAC-Clinical-IncToLLC-122007#page2.tif source=ALMAC-Clinical-IncToLLC-122007#page3.tif source=ALMAC-Clinical-IncToLLC-122007#page4.tif | |

AGREEMENT AND PLAN OF MERGER
OF
ALMAC CLINICAL TECHNOLOGIES INCORPORATED
WITH AND INTO
ALMAC CLINICAL TECHNOLOGIES LLC

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") dated as of December 20, 2007 by and between ALMAC CLINICAL TECHNOLOGIES INCORPORATED, a New Jersey business corporation (the "Corporation"), and ALMAC CLINICAL TECHNOLOGIES LLC, a Delaware limited liability company (the "Surviving Entity").

WHEREAS, Almac Group Incorporated, a Delaware corporation ("AGI"), is the sole shareholder of the Corporation; and

WHEREAS, AGI is also the sole member of the Surviving Entity and the Surviving Entity is managed by AGI in its capacity as the sole member of the Surviving Entity; and

WHEREAS, the Corporation and the Surviving Entity have each determined that the merger of the Corporation with and into the Surviving Entity, pursuant to the terms and conditions herein set forth, is desirable and in the best interests of the Corporation and the Surviving Entity; and

WHEREAS, (a) AGI, in its capacity as the sole member of the Surviving Entity, and (b) the Board of Directors of the Corporation and AGI, in its capacity as the sole shareholder of the Corporation, have each approved this Plan of Merger, and have authorized the execution, delivery and filing of this Plan of Merger.

NOW, THEREFORE, intending to be legally bound, in consideration of said premises and the mutual agreements herein contained, and in accordance with the applicable provisions of the New Jersey Business Corporation Act, as amended ("NJBCA"), and the Delaware Limited Liability Company Act, as amended ("DLLCA") (the NJBCA and the DLLCA shall be collectively referred to herein as the "Acts"), as appropriate, the parties hereto do hereby agree as follows:

ARTICLE I

Merger

Subject to the terms and conditions of this Plan of Merger and in accordance with the Acts, at the Effective Time (as that term is defined in Article V hereof), the Corporation shall

merge with and into the Surviving Entity, the separate corporate existence of the Corporation shall cease, and the Surviving Entity shall be the surviving limited liability company under its Certificate of Formation (such transaction being hereinafter referred to as the "Merger").

ARTICLE II

Certificate of Formation and Operating Agreement

At the Effective Time, the Certificate of Formation and the Operating Agreement of the Surviving Entity, as in effect prior to the Effective Time, shall automatically be and remain the Certificate of Formation and the Operating Agreement of the Surviving Entity until altered, amended, or repealed.

ARTICLE III

Sole Member; Officers

1. From and after the Effective Time, AGI, as the sole member of the Surviving Entity, shall manage the Surviving Entity in its capacity as the sole member of the Surviving Entity pursuant to the provisions of the Operating Agreement of the Surviving Entity.

2. From and after the Effective Time, all persons who are executive or other officers of the Surviving Entity shall continue to be and serve as such officers of the Surviving Entity until such time as the sole member of the Surviving Entity shall otherwise determine.

ARTICLE IV

No Effect on Membership Interests; Cancellation of Shares

1. The membership interests of the Surviving Entity issued and outstanding immediately prior to the Effective Time shall, from and after the Effective Time, continue to be issued and be the outstanding membership interests of the Surviving Entity, without change.

2. The shares of common stock of the Corporation issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, be immediately and automatically cancelled, without any further action on the part of the Corporation or the Surviving Entity.

ARTICLE V

Effective Time of the Merger

The Merger shall be effective at 11:59 P.M. Eastern Standard Time on December 31, 2007 (such time and date being referred to herein as the "Effective Time").

ARTICLE VI

Effect of the Merger

At the Effective Time, the separate corporate existence of the Corporation shall cease, and all of the property, real, personal, and mixed, and franchises of the Corporation, and all debts due on whatever account to the Corporation, including subscriptions to shares and other choses in action, shall be taken and deemed to be transferred to and vested in the Surviving Entity as the surviving limited liability company, without further act or deed. The Surviving Entity shall henceforth be responsible for all of the liabilities and obligations of, and shall be the owner of all the assets of, of the Corporation, as provided in the Acts.

ARTICLE VII

Termination

Anything contained in this Plan of Merger to the contrary notwithstanding, this Plan of Merger may be terminated and the Merger abandoned at any time prior to the Effective Time upon the mutual agreement of the parties hereto.

ARTICLE VIII

Miscellaneous

1. Each party, by written instrument signed by a duly authorized officer, may extend the time for the performance of any of the obligations or other acts of the other party hereto and waive compliance with any of the covenants or performance of any of the obligations of the other party set forth in this Plan of Merger.
2. Any notice or other communication required or permitted under this Plan of Merger with respect to the Corporation or its sole shareholder shall be given, and shall be effective, in accordance with the provisions of the NJBCA. Any notice or other communication required or permitted under this Plan of Merger with respect to the Surviving Entity or its sole member shall be given, and shall be effective, in accordance with the provisions of the DLLCA.
3. The headings of the several Articles herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan of Merger.
4. For the convenience of the parties hereto and to facilitate the filing and recording of this Plan of Merger, this Plan of Merger may be executed in several counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

5. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Corporation and the Surviving Entity have caused this Plan of Merger to be duly executed in counterparts by their duly authorized officers as of the date first written above.

ALMAC CLINICAL TECHNOLOGIES
INCORPORATED

By: Allen McClay
Sir Allen McClay, Chief Executive Officer

("Corporation")

ALMAC CLINICAL TECHNOLOGIES LLC

By: Allen McClay
Sir Allen McClay, Chief Executive Officer

("Surviving Entity")