

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/27/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennium Pharmacy Systems, Inc.		09/27/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Millennium Pharmacy Systems, Inc.		
Street Address:	100 East Kensing Drive, Suite 500		
Internal Address:	Cranberry Business Park, Building 120		
City:	Cranberry Twp		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2819177	M P S RX	
CORRESPONDENCE DATA			
Fax Number:	(781)846-0062		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781-585-4504		
Email:	jlaalley@gtclawgroup.com		
Correspondent Name:	Jennifer Lavalley, GTC Law Group LLP		
Address Line 1:	400 Blue Hill Drive, Suite 2		
Address Line 4:	Westwood, MASSACHUSETTS 02090		
ATTORNEY DOCKET NUMBER:	MILLENNIUM TM MERGER		
NAME OF SUBMITTER:	Jennifer Heisler Lavalley, Attorney		

CH \$40.00 2819177

Signature:	/JHL/
Date:	08/18/2009
Total Attachments: 8 source=Merger#page1.tif source=Merger#page2.tif source=Merger#page3.tif source=Merger#page4.tif source=Merger#page5.tif source=Merger#page6.tif source=Merger#page7.tif source=Merger#page8.tif	

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MILLENNIUM PHARMACY SYSTEMS, INC.", A PENNSYLVANIA CORPORATION,

WITH AND INTO "MILLENNIUM PHARMACY SYSTEMS, INC." UNDER THE NAME OF "MILLENNIUM PHARMACY SYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2005, AT 11:31 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4032899 8100M

050789125



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4186820

DATE: 09-27-05

TRADEMARK
REEL: 004048 FRAME: 0483

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:30 AM 09/27/2005
FILED 11:31 AM 09/27/2005
SRV 050789125 - 4032899 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

MILLENNIUM PHARMACY SYSTEMS, INC., a Pennsylvania corporation

WITH AND INTO

MILLENNIUM PHARMACY SYSTEMS, INC., a Delaware corporation

Millennium Pharmacy Systems, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "**Corporation**"),

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 13th day of July, 2000, pursuant to the Pennsylvania Business Corporation Law, the provisions of which permit the merger of a corporation of another state and a corporation organized and existing under the laws of said state.

SECOND: That the Corporation owns all of the outstanding shares of the stock of **Millennium Pharmacy Systems, Inc.**, a corporation incorporated on the 27th day of September, 2005, pursuant to the General Corporation Law of Delaware ("**MPS RX**").

THIRD: That the Corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members on September 14, 2005, and filed with the minutes of the board, determined to and did merge itself into MPS RX:

RESOLVED, that the Corporation reincorporate itself under the corporation laws of the State of Delaware; and that, in connection therewith, the Corporation purchase 100 shares of Common Stock of Millennium Pharmacy Systems, Inc., a Delaware corporation ("**MPS RX**"), for a purchase price of \$.01 per share;

RESOLVED, that the merger (the "**Merger**") of the Corporation with and into MPS RX, its wholly-owned subsidiary, pursuant to the terms and conditions set forth in the Agreement and Plan of Merger between the Corporation and MPS RX in substantially the form attached hereto as Exhibit A (the "**Plan of Merger**"), is hereby authorized and approved;

RESOLVED, that the Plan of Merger is adopted and approved in the form attached hereto; that the pro rata issuance of stock of MPS RX to the holders of stock of the Corporation as set forth in the attached Plan of Merger is hereby

approved and adopted; and, that the president, chief executive officer, secretary and treasurer of the Corporation, or any of them (the "Proper Officers"), are hereby authorized to execute and deliver the Plan of Merger;

RESOLVED, that the proposed Merger shall be submitted to a vote of the shareholders of the Corporation entitled to vote thereon;

RESOLVED, that the shareholders of the Corporation be notified of any and all dissenters' rights, if any, available to them under applicable law in connection with the Plan of Merger;

RESOLVED, that, subject to applicable shareholder approval of the Merger, the Proper Officers, or any of them, are hereby authorized to take all such additional action, and to execute and cause to be filed all such additional documents, as they may consider necessary or desirable in order to carry out the transactions contemplated by the Plan of Merger, without further authority or approval by the Board of Directors of the Corporation.

FOURTH: That the Merger has been adopted, approved, certified, executed and acknowledged by the Corporation in accordance with the Pennsylvania Business Corporation Law.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, the Merger may be amended or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the date of filing this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

SEP. 27. 2005 3:27PM
Cert of Ownership

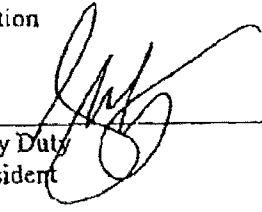
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NO. 1530 P. 2

SIXTH: The Merger will be effective on September 27, 2005 at the close of business

IN WITNESS WHEREOF, Millennium Pharmacy Systems, Inc. has caused this Certificate to be signed by Gary Duty, its President, as of the 27th day of September, 2005.

MILLENNIUM PHARMACY
SYSTEMS, INC., a Pennsylvania
corporation

By: 
Gary Duty
President

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of September 27, 2005, by and between MILLENNIUM PHARMACY SYSTEMS, INC., a Delaware corporation ("New MPS") and MILLENNIUM PHARMACY SYSTEMS, INC., a Pennsylvania corporation and the sole stockholder of New MPS ("MPS PA"). New MPS and MPS PA are sometimes hereinafter together referred to as the "Constituent Corporations."

BACKGROUND

In order to allow MPS PA to take advantage of a more fully-developed body of corporate case law, MPS PA created New MPS for the purpose of effecting the merger of MPS PA with and into New MPS pursuant to the terms and subject to the conditions set forth herein, and the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

1. Names. The name of the corporation proposing to merge is MILLENNIUM PHARMACY SYSTEMS, INC., a Pennsylvania corporation (referred to herein as "MPS PA"). The name of the corporation into which MPS PA proposes to merge is MILLENNIUM PHARMACY SYSTEMS, INC., a Delaware corporation (referred to herein as "New MPS"), and New MPS shall be the surviving corporation (the "Surviving Corporation").

2. Merger of MPS PA into New MPS. At the Effective Time (as defined in Section 7 below), MPS PA will merge with and into New MPS in accordance with the provisions of the Pennsylvania Business Corporation Law and the Delaware General Corporation Law (the "Merger") and the separate existence of MPS PA will cease. New MPS will continue its existence under Delaware law under the name "MILLENNIUM PHARMACY SYSTEMS, INC."

3. Certificate of Incorporation and Bylaws of Surviving Corporation. The Certificate of Incorporation and Bylaws of New MPS in effect at the Effective Time will become the Certificate of Incorporation and Bylaws of the Surviving Corporation without further shareholder action and will thereafter continue to be its Certificate of Incorporation and Bylaws until changed as provided by law.

4. Directors and Officers of Surviving Corporation. The directors of New MPS immediately prior to the Effective Time will continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death. The officers of New MPS immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office at the pleasure of the Board of Directors of the Surviving Corporation.

5 Shares.

5.1. At the Effective Time, each then issued and outstanding share of Common Stock, \$ 01 par value per share, and each share of stock then held in the treasury, of MPS PA will, by virtue of the Merger and without any action on the part of the holder thereof, become and be converted into one (1) validly issued, fully-paid and non-assessable share of Common Stock, \$ 01 par value per share, or a treasury share, as the case may be, of the Surviving Corporation. The shares of MPS PA stock so converted shall cease to exist as such, and shall exist only as shares of New MPS stock

5.2. At the Effective Time, the 100 shares of New MPS Common Stock, \$.01 par value per share, issued and outstanding in the name of MPS PA, shall by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto, and shall resume the status of authorized and unissued shares of New MPS Common Stock.

5.3 At the Effective Time, all then outstanding stock options and warrants to purchase Common Stock of MPS PA ("MPS PA Stock Options/Warrants") shall be assumed by New MPS without any action on the part of MPS PA, New MPS or the holders of such MPS PA Stock Options/Warrants, and all such assumed options and warrants shall continue to have the same terms and conditions (including without limitation, any applicable vesting schedules) as set forth in the original MPS PA Stock Options/Warrants, except that (i) all references to MPS PA shall be deemed references to New MPS, and (ii) each assumed option and warrant shall be exercisable for that same number of whole shares of Common Stock of New MPS; and that the same number of shares of Common Stock of New MPS shall be reserved for purposes of the exercise of such MPS PA Stock Options/Warrants as is equal to the number of shares of Common Stock of MPS PA so reserved as of the Effective Time.

5.4. No exchange of certificates representing shares of MPS PA stock converted pursuant to Section 5.1 hereof shall be required, and from and after the Effective Time and until certificates representing such MPS PA stock are presented for exchange or registration of transfer, all such certificates shall be deemed for all purposes to represent the same number of shares of New MPS stock into which they were so converted. After the Effective Time, whenever certificates which formerly represented shares of MPS PA stock are presented for exchange or registration of transfer, New MPS shall cause to be issued in respect thereof, certificates representing an equal number of shares of New MPS stock.

5.5. Conditions to Merger: Consummation of the Merger is subject to the satisfaction of the following conditions on or before the Effective Time:

(a) the Merger shall have received the requisite approval of the directors and shareholders of MPS PA; and

(b) all required consents of third parties with respect to the transactions contemplated by this Agreement are obtained. The conditions set forth in this subparagraph may be waived in the discretion of the Board of Directors of MPS PA.

6. Effect of Merger.

6.1 General. At the Effective Time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

6.2 Employee Benefit Plans. At the Effective Time of the Merger, the Surviving Corporation shall assume, insofar as possible without any change in the rights and obligations attendant thereto of any person or entity, all employee benefit plans and other employee compensation arrangements of MPS PA, including, without limitation, the Millennium Pharmacy Systems, Inc. 2005 Stock Incentive Plan, as if such plan, including the reservation of shares of Common Stock for issuance pursuant thereto, had been originally adopted and authorized by the Surviving Corporation.

7. Approval, Filing and Effective Time. Subsequent to the execution of this Agreement, MPS PA shall submit this Agreement to its shareholders for their approval pursuant to the applicable provisions of the Pennsylvania Business Corporation Law. After this Agreement has been duly approved in the manner required by law, upon fulfillment or waiver of the other condition specified in Section 5.4 hereof, and provided that this Agreement has not been terminated pursuant to Section 8 hereof, the parties hereto will cause the Merger to be consummated by executing and filing in accordance with the requirements of this Agreement and the respective requirements of the Delaware General Corporation Law and the Pennsylvania Business Corporation Law, a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and Articles of Merger with the Secretary of State of the Commonwealth of Pennsylvania. The Merger will be effective (the "Effective Time") upon the date and time specified in the Certificate of Ownership and Merger and the Articles of Merger.

8. Termination. This Agreement may be terminated and the Merger abandoned by action of the Board of Directors of MPS PA at any time before the Effective Time, notwithstanding the satisfaction of the conditions set forth in Section 5.5 hereof.

9. Amendment. This Agreement may be amended in any manner at any time before the Effective Time by the mutual consent of the Boards of Directors of MPS PA and New MPS.

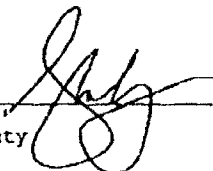
10. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of MPS PA such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MPS PA, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of MPS PA or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware

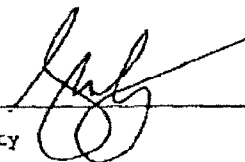
12. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MILLENNIUM PHARMACY SYSTEMS, INC., a Pennsylvania corporation

By: 
Gary Duty

MILLENNIUM PHARMACY SYSTEMS, INC., a Delaware corporation

By: 
Gary Duty