

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aegis Sciences Corporation		12/07/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	New ASC, Inc.		
Street Address:	515 Great Circle Road		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37228		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2544255	AEGIS	
Registration Number:	3610392	AEGIS PAINCOMP	
Registration Number:	2210596	ZERO-TOLERANCE	
Registration Number:	2204054	ZERO-TOLERANCE DRUG TESTING	
CORRESPONDENCE DATA			
Fax Number:	(615)259-1450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	edward.playfair@arlaw.com		
Correspondent Name:	Edward Playfair, Adams and Reese LLP		
Address Line 1:	424 Church Street		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	602956-000004		

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**TRADEMARK
 REEL: 004150 FRAME: 0896**

NAME OF SUBMITTER:	Edward Playfair
Signature:	/Edward Playfair/
Date:	02/17/2010
Total Attachments: 7 source=Articles of Merger#page1.tif source=Articles of Merger#page2.tif source=Articles of Merger#page3.tif source=Articles of Merger#page4.tif source=Articles of Merger#page5.tif source=Articles of Merger#page6.tif source=Articles of Merger#page7.tif	

**ARTICLES OF MERGER
OF
AEGIS SCIENCES CORPORATION (a Delaware Corporation)
WITH AND INTO
NEW ASC, INC. (a Tennessee Corporation)**

RECEIVED
STATE OF TENNESSEE

2006 DEC 13 AM 10: 59

RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act, New ASC, Inc., a Tennessee corporation (the "Surviving Corporation"), and Aegis Sciences Corporation, a Delaware corporation (the "Merged Corporation"), hereby execute the following Articles of Merger:

1. The name of the Merged Corporation is Aegis Sciences Corporation, and the jurisdiction under which it is organized is the State of Delaware.

2. The name of the Surviving Corporation is New ASC, Inc., a wholly-owned subsidiary of the Merged Corporation, and the jurisdiction under which it is organized is the State of Tennessee.

3. Attached as Exhibit A hereto and made a part hereof is that certain Merger Agreement and Plan of Merger dated as of December 7, 2006 (the "Plan of Merger"), between the Merged Corporation and the Surviving Corporation, such Plan of Merger having been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the relevant sections of law of Delaware and Tennessee and with their respective charters.

4. As to the Surviving Corporation, the Plan of Merger was adopted by the Board of Directors on December 7, 2006. No shareholder action is required for the approval of the Plan of Merger.

5. As to the Merged Corporation, shareholder action is required for approval of the Plan of Merger. The Plan of Merger was adopted by the Board of Directors on November 14, 2006, and was approved by the shareholders by the affirmative vote of the required percentage of all of the votes entitled to be cast thereon on December 7, 2006.

6. The Charter of the Surviving Corporation before the merger shall be the Charter of the Surviving Corporation after the merger has taken effect, provided the name of the Surviving Corporation shall be changed to Aegis Sciences Corporation by subsequent amendment.

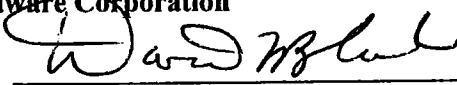
7. The plan and performance of the terms of these Articles of Merger were duly authorized by all action required by the laws under which the Merged Corporation was organized and by its constituent documents.

8. This merger shall be effective as of 11:59 p.m. on December 31, 2006.

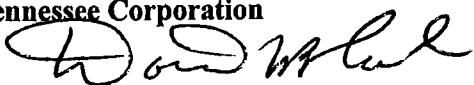
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IN WITNESS WHEREOF, these Articles of Merger are executed by the undersigned duly authorized representative of the parties hereto.

AEGIS SCIENCES CORPORATION,
a Delaware Corporation

By: 
David L. Black, President

NEW ASC, INC.,
a Tennessee Corporation

By: 
David L. Black, President

5899.1277

EXHIBIT A
PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan"), dated as of December 7, 2006, by and between Aegis Sciences Corporation, a Delaware corporation ("Aegis"), and its wholly-owned subsidiary, New ASC, Inc., a Tennessee corporation ("ASC"). Aegis and ASC are hereinafter collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Board of Directors of Aegis has determined that it is in the best interest of Aegis to move the place of incorporation from the State of Delaware to the State of Tennessee and to convert all outstanding Class A common stock and Class B common stock into one class of common stock; and

WHEREAS, the Board of Directors of Aegis has authorized the incorporation of a wholly-owned subsidiary of Aegis in Tennessee, which is ASC; and

WHEREAS, a majority of the holders of Aegis stock and Aegis, as the sole shareholder of ASC, have approved and authorized the execution and delivery of this Plan providing for the merger of Aegis with and into ASC on the terms and conditions set forth herein (the "Merger");

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, and such other provisions as are deemed necessary or desirable, the parties agree that the Merger shall be effected on the terms and subject to the conditions set forth below and in accordance with the applicable laws of the States of Delaware and Tennessee.

1. THE MERGER

1.1. The Merger. As of 11:59 p.m. on December 31, 2006 (the "Effective Time"), and in accordance with the terms of this Plan, Delaware Code Sections 252 and 253, and Section 48-21-101 et. seq. of the Tennessee Code, Aegis shall be merged with and into ASC, the separate corporate existence of Aegis shall thereupon cease, and ASC shall be the surviving corporation in the Merger.

1.2. Corporations Party to the Merger. The name of the Merged Corporation is Aegis Sciences Corporation, a Delaware corporation, and the name of the Surviving Corporation is New ASC, Inc., a Tennessee corporation.

1.3. Surviving Corporation. At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of each of the Constituent Corporations, and be subject to

all the duties, liabilities and obligations of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, including subscriptions to shares, and every other interest of or belonging to or due to each of the Constituent Corporations, shall vest in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises and every other interest shall be thereafter the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate or any interest therein, vested by deed or otherwise, in either of the Constituent Corporations shall not revert to or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, duties, liabilities and obligations of either of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, duties, liabilities and obligations had been incurred or contracted by it.

1.4. Closing. On a date established by mutual consent of the parties (the "Closing Date"), the parties shall hold a Closing to execute and deliver any certificates, documents and instruments, and to take any other actions, necessary to complete the Merger. The Closing will be held at the offices of Sherrard & Roe, 424 Church Street, Suite 2000, Nashville, Tennessee, or at a different location as agreed by the parties.

1.5. Effective Time. Subject to the provisions of this Plan of Merger, the parties shall cause appropriate articles of merger (the "Articles of Merger") to be duly prepared, executed, acknowledged and filed with the Secretaries of State of the States of Delaware and Tennessee, in each case, in accordance with the provisions of the respective laws of such states, as soon as practical on or after the Closing Date. The Merger shall become effective at 11:59 p.m. December 31, 2006, upon the prior filing of the Articles of Merger with, and the receipt of approval from, the Secretary of State of the State of Delaware and the Secretary of State of the State of Tennessee (the "Effective Time").

1.6. Charter and Bylaws. The Charter and Bylaws of ASC in effect immediately prior to the Effective Time shall be the Charter and Bylaws of the Surviving Corporation, until further amended in accordance therewith.

1.7. Board of Directors and Officers of the Surviving Corporation. The directors of Aegis immediately prior to the Effective Time shall become the directors of the Surviving Corporation, and the officers of Aegis immediately prior to the Effective Time shall become the officers of the Surviving Corporation, until their respective successors are elected and have qualified.

1.8. Name Change. Immediately upon the Effective Date, ASC will change its name to Aegis Sciences Corporation.

2. EFFECT OF THE MERGER ON THE STOCK OF THE CONSTITUENT ENTITIES; EXCHANGE OF CERTIFICATES

2.1 Effect on Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of any stock of either of the Constituent Corporations:

(a) **Cancellation of Treasury Stock.** Each share of ASC Stock and each share of Aegis stock held as treasury stock by the Merged Corporation shall automatically be canceled and retired and shall cease to exist, and no consideration should be delivered in exchange therefore.

(b) **Conversion of Aegis Class A and Class B Stock.** Subject to Section 2.2, each issued and outstanding share of Class A or Class B Aegis Stock (the "Exchanging Aegis Shares") shall be converted into one share of the common stock of ASC (the "ASC Common Stock"). As of the Effective Time, all such Exchanging Aegis Shares shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any Exchanging Aegis Shares shall cease to have any rights with respect thereto, except the right to receive the ASC Stock with respect to the Exchanging Aegis Shares upon surrender of such certificate in accordance with Section 2.2.

(c) **Liability for Payment for Aegis Class C Stock.** ASC shall assume the liability for payment of the mandatory redemption price for all Aegis Class C common stock which has not been delivered to a Class C shareholder prior to the Merger.

2.2 Exchange of Certificates. At the Effective Time, ASC shall deliver to each shareholder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Class A or Class B Aegis Stock (the "Certificates") a certificate representing the number of shares of ASC Common Stock which such holder shall be entitled to receive pursuant to the Merger. The holder shall deliver the Class A or Class B Certificates to ASC for cancellation.

2.3 Conversion of Stock Options. All issued grants of stock options for either Class A or Class B common stock of Aegis shall be converted into options for an equal number of shares of common stock of ASC. All other terms of grants of stock options issued as of the Effective Date shall remain the same. All remaining shares authorized to be issued under the 2000 Stock Option Plan of Aegis Science Corporation (the "Plan") shall remain authorized under the Plan to be issued as common stock of ASC.

3. TERMINATION AND ABANDONMENT

3.1 Termination. This Plan may be terminated by mutual consent of the Boards of Directors of Aegis and ASC at any time prior to the Effective Time.

3.2 Procedure and Effect of Termination. In the event of termination and/or abandonment of the Merger pursuant to Section 3.1, written notice thereof shall forthwith be

given to the other party hereto and this Plan shall terminate and the Merger shall be abandoned without further action, and without any liability on the part of any party hereto (except the liability of any party for any material breach in this Plan).

4. MISCELLANEOUS PROVISIONS

4.1 Amendment and Modification. This Plan may be amended, modified or supplemented by mutual consent of the Boards of Directors of Aegis and ASC set forth in a written agreement at any time prior to the Effective Time with respect to any of the terms contained herein. Any such amendment, modification or supplement shall be filed for approval with the Secretary of State of Delaware and the Secretary of State of Tennessee.

4.2 Expenses. All expenses incurred in connection with this Plan and the consummation of the transactions contemplated hereby shall be paid by the Merged Corporation.

4.3 Additional Agreements. Subject to the terms and conditions herein provided, each party hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things, necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Plan. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Plan, the proper officers and directors of each corporation which is a party to this Plan shall take all such necessary action.

4.4 Assignment. This Plan and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Plan nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party, nor is this Plan intended to confer upon any other person except the parties any rights or remedies hereunder.

4.6 Governing Law. The Plan shall be construed in accordance with the laws of the State of Delaware with respect to the Merged Corporation and with the laws of the State of Tennessee with respect to the Surviving Corporation.

4.7 Counterparts. This Plan may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

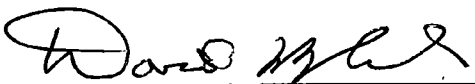
4.8 Entire Agreement. This Plan, including the instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Plan supersedes all prior agreements and understandings between the parties with respect to such subject matter.

4.9 Severability. If any provision of this Plan of Merger or the application of such provision shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Plan of Merger shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be executed by themselves or their duly authorized representative as of the day and year first written above.

MERGED CORPORATION:

**AEGIS SCIENCES CORPORATION,
a Delaware Corporation**

By: 
David L. Black, President

5899.1282

SURVIVING CORPORATION:

**NEW ASC, INC.,
a Tennessee Corporation**

By: 
David L. Black, President