

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boehringer Closure Properties, L.P.		12/31/2009	PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Boehringer Technologies, L.P.		
Street Address:	500 East Washington Street		
City:	Norristown		
State/Country:	PENNSYLVANIA		
Postal Code:	19401		
Entity Type:	PARTNERSHIP: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3303464	WOUND BULLET	
CORRESPONDENCE DATA			
Fax Number:	(215)884-3500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-887-0200		
Email:	aisztwan@sogtlaw.com		
Correspondent Name:	Alexis Dillett Isztwan		
Address Line 1:	2617 Huntingdon Pike		
Address Line 2:	Semanoff Ormsby Greenberg & Torchia, LLC		
Address Line 4:	Huntingdon Valley, PENNSYLVANIA 19006		
ATTORNEY DOCKET NUMBER:	17460		
NAME OF SUBMITTER:	Alexis Dillett Isztwan		

OP \$40.00 3303464

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**TRADEMARK
 REEL: 004169 FRAME: 0669**

Signature:	/Alexis Dillett Isztwan/
Date:	03/18/2010
Total Attachments: 3 source=00175728#page1.tif source=00175728#page2.tif source=00175728#page3.tif	

AGREEMENT AND PLAN
OF MERGER
OF
BOEHRINGER CLOSURE PROPERTIES, L.P.
WITH AND INTO
BOEHRINGER TECHNOLOGIES, L.P.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 31, 2009, by and between BOEHRINGER CLOSURE PROPERTIES, L.P., a Pennsylvania limited partnership ("BCP"), and BOEHRINGER TECHNOLOGIES, L.P., a Pennsylvania limited partnership ("BTP") (BCP and BTP are collectively referred to herein as the "Merger Parties").

WITNESSETH:

WHEREAS, BCP is a limited partnership duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, BTP is a limited partnership duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Chesapeake Investments, LLC is the sole general partner of each Merger Party; and

WHEREAS, it is the desire of each of the Merger Parties, as expressed by the action of the members and managers of their general partner and their respective limited partners, to merge BCP with and into BTP, with BTP being the surviving limited partnership, in the manner and under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Merger Parties, in consideration of the premises and of the mutual advantages which will inure to each of the parties, and intending to be legally bound, do hereby agree as follows:

1. **Merger.**

(a) On the Effective Date (as defined below) BCP shall be merged with and into BTP in accordance with the laws of the Commonwealth of Pennsylvania, with BTP being the surviving limited partnership (the "Surviving Partnership"), and the separate existence of BCP shall cease (the "Merger"). The name of the Surviving Partnership shall upon and after the Effective Date be the name of BTP.

(b) Subject to the terms and conditions of this Agreement, on the Effective Date, by virtue of the Merger and without any action on the part of the holder of any partnership interests of BCP, all of the partnership interests of BCP shall be cancelled and extinguished.

2. **Certificate of Limited Partnership.** On the Effective Date, the Certificate of Limited Partnership of BTP as in effect immediately prior to the Effective Date shall remain as the Certificate of Limited Partnership of the Surviving Partnership.

3. **Agreement of Limited Partnership.** On the Effective Date, the Agreement of Limited Partnership of BTP as in effect immediately prior to the Effective Date shall remain the Agreement of Limited Partnership of the Surviving Partnership.

4. **Registered Office.** The registered office of BTP shall be the registered office of the Surviving Partnership.

5. **State Filings.** The proper officers of the general partner of the Merger Parties shall make and execute whatever certificates or articles of merger and other documents are required by the Commonwealth of Pennsylvania to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things necessary and proper within or outside of the Commonwealth of Pennsylvania, as may be necessary and proper to effect the Merger in accordance with this Agreement and the applicable provisions of the Pennsylvania Revised Uniform Limited Partnership Act.

6. **Effect of Merger.**

(a) The separate existence of BCP shall cease, and BTP shall continue to exist as the surviving limited partnership.

(b) BTP shall succeed to and possess all of the properties, assets, rights, privileges, amenities, powers, purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities, of BCP, all without further act or deed.

(c) The properties, assets, liabilities, reserves and accounts of BCP shall be taken upon the books of the Surviving Partnership in the amounts which they are carried on the books of BCP.

(d) All acts, plans, policies, approvals and authorizations of BCP which are valid and effective immediately prior to the Effective Date shall be considered for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Partnership and shall be as effective and binding thereon as the same were with respect to BCP.

7. **Effective Date.** The effective date and time of the Merger (the "Effective Date") shall occur upon filing of the Certificate of Merger at the Pennsylvania Department of State.

8. **Miscellaneous.**

(a) Headings in this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or interpretation.

(b) This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their representatives, successors and permitted assigns.

(c) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Any party to this Agreement may deliver an executed copy of this Agreement by facsimile transmission to the other party and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement.

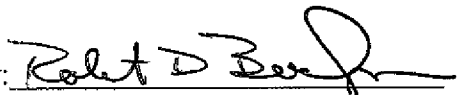
(d) This Agreement shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement.

(e) This Agreement represents the entire understanding of the parties with regard to this matter and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by all parties.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed as of December 31, 2009.

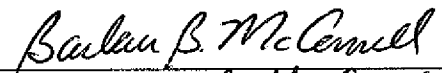
BOEHRINGER CLOSURE PROPERTIES, L.P.

By: Chesapeake Investments, LLC

By: 
Name: ROBERT D BOEHRINGER
Title: Manager

BOEHRINGER TECHNOLOGIES, L.P.

By: Chesapeake Investments, LLC

By: 
Name: Brian B. McCamell
Title: Manager