

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	SIM EMR, LLC		12/28/2011
			LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Pocket Nurse Enterprises, Inc.		
Street Address:	1101 5th Avenue		
City:	Coraopolis		
State/Country:	PENNSYLVANIA		
Postal Code:	15106		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Serial Number:	85233153	SIMEMR
	Serial Number:	85233166	SIMEMR.COM
CORRESPONDENCE DATA			
Fax Number:	(412)945-5933		
Phone:	412-471-8815		
Email:	assignments@webblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard L. Byrne, The Webb Law Firm		
Address Line 1:	420 Ft. Duquesne Blvd., Suite 1200		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	3694-110454/110457		
NAME OF SUBMITTER:	Richard L. Byrne, Reg. No. 28,498		

OP \$65.00 85233153

TRADEMARK

Signature:	/rib/
Date:	02/03/2012
Total Attachments: 12 source=110454#page1.tif source=110454#page2.tif source=110454#page3.tif source=110454#page4.tif source=110454#page5.tif source=110454#page6.tif source=110454#page7.tif source=110454#page8.tif source=110454#page9.tif source=110454#page10.tif source=110454#page11.tif source=110454#page12.tif	

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

POCKET NURSE ENTERPRISES, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND /OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 2647830

Markovitz & Germinaro- Attn: Eric
1001 East Entry Drive - Suite 200
Pittsburgh, PA 15216

TRADEMARK
REEL: 004710 FRAME: 0635

Entity #: 2647830
 Date Filed: 12/30/2011
 Effective Date: 12/31/2011
 Carol Aichele
 Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU

Articles/Certificate of Merger
 (15 Pa.C.S.)

- Domestic Business Corporation (§ 1926)
- Domestic Nonprofit Corporation (§ 5926)
- Limited Partnership (§ 8547)

Name
 Markovitz & Germinato - Attn: Eric

Address
 1001 East Entry Drive, Suite 200

City State Zip Code
 Pittsburg, Pennsylvania 15216

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
 ARTICLES OF MERGER-BUSINESS 12 Page(s)

Fee: \$150 plus \$40 additional for each Party in additional to two



In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
 Pocket Nuts Enterprises, Inc.

2. Check and complete one of the following:
 The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
1101 6th Avenue	Coraopolis, Pennsylvania	15108		Allegheny

(b) Name of Commercial Registered Office Provider _____ County _____
 c/o _____

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County

(b) Name of Commercial Registered Office Provider _____ County _____
 c/o _____

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip

26 DEC 30 PM 1:23
 PA DEPT OF STATE

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

28th day of DECEMBER,
2011

Pocket Nurse Enterprises, Inc.

Name of Corporation/Limited Partnership

X Anthony [Signature]

Signature

President

Title

SIM EMP, LLC

Name of Corporation/Limited Partnership

X Anthony [Signature]

Signature

Manager

Title

AGREEMENT AND JOINT PLAN OF MERGER

THIS AGREEMENT AND JOINT PLAN OF MERGER (the "Agreement") is made as of this 27th day of December, 2011 by and between POCKET NURSE ENTERPRISES, INC. a Pennsylvania corporation, ("PNE") and SIM EMR, LLC, a Pennsylvania limited liability company, ("SIM").

WITNESSETH:

WHEREAS, PNE is a corporation duly organized and existing in good standing under the laws of the State of Pennsylvania, with its principal office located at 200 1st Street, Ambridge, Pennsylvania 15003; and

WHEREAS, PNE has 100,000 authorized shares of common stock, no par value per share ("PNE Stock") of which, as of the date hereof 2,000 shares of PNE Stock are issued and outstanding; and

WHEREAS, SIM is a limited liability company duly organized and presently subsisting under the laws of the Commonwealth of Pennsylvania, with its principal office located at 544 Tower Lane Hookstown, Pennsylvania 15050; and

WHEREAS, SIM has 1,000 authorized units, no par value per unit ("SIM Units") of which, as of the date hereof 1,000 SIM Units are issued and outstanding; and

WHEREAS, the Pennsylvania Consolidated Statutes, as amended (the "PaCS"), permits the merger of a limited liability company with and into a domestic business corporation; and

WHEREAS, the Board of Directors of PNE and the Manager and Members of SIM (i) have determined that this Agreement and the transactions contemplated hereby are consistent with, and in furtherance of, its respective business strategies and (ii) has approved or consented to this Agreement and the plan of merger contemplated herein providing for the merger of SIM with and into PNE in accordance with the applicable provisions of 16 Pa Cons. Stat. §1921 and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the resolutions of the Managers and Members of SIM EMR, LLC approving the merger of SIM into PNE, are attached hereto and incorporated into this document.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound

hereby, the parties agree that SIM shall be merged with and into PNE pursuant to the laws of the State of Pennsylvania, and do further agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

ARTICLE I

Adoption of Plan of Merger, Surviving Corporation

A plan of merger of PNE and SIM pursuant to the provisions of 15 Pa. Cons. Stat. §1921 and Section 388(a)(1)(A) of the Code is adopted as set forth in this Agreement. SIM shall be merged with and into PNE, and PNE shall be the corporation surviving after the merger, to exist and be governed by Chapter 19 of the Pa Cons. Stat. Subchapter C. PNE shall have its principal office located at 200 1st Street, Ambridge, Pennsylvania 15003.

ARTICLE II

Articles of Incorporation

From and after the Effective Date of this merger (as defined in Section 6.1), the Articles of Incorporation of PNE as in existence on the Effective Date of the Merger shall remain and be the Articles of Incorporation of the surviving corporation until the same shall be altered, amended, or repealed according to the provisions thereof or of the Bylaws of the surviving corporation, and in the manner permitted by law.

ARTICLE III

By-Laws

From and after the Effective Date of this merger, the By-Laws of PNE as in effect on the Effective Date of the merger shall remain and be the By-Laws of the surviving corporation until the same shall be altered, amended or repealed according to the provisions thereof and in the manner permitted by law.

ARTICLE IV

Conversion and Issuance of Stock

The manner and basis of converting the issued and outstanding units of SIM into shares of PNE shall be as follows:

4.1 Each outstanding unit of SIM will be exchanged for one share of PNE Stock upon the Effective Date.

4.2 The units of SIM shall be cancelled upon the Effective Date of the merger.

4.3 As of the Effective Date of the merger, holders of SIM units shall cease to be, and shall have no rights as, Members of SIM, other than to receive the PNE Common Stock as provided under this Article.

ARTICLE V
Terms and Conditions

5.1 This merger shall become effective at 11:59 p.m. on December 31, 2011.

5.2 Upon the Effective Date of this merger, the separate existence of SIM shall cease, and SIM shall be merged with and into PNE, the surviving corporation, which, without further action or other transfer, shall succeed to and possess all of the rights, privileges, powers, property (real, personal and mixed), franchises and licenses of a public as well as of a private nature, and shall be subject to all liabilities, restrictions, and duties of SIM. All or in singular, the rights, privileges, powers, property (real, personal and mixed), franchises and licenses of SIM and any and all property wheresoever located, and any and all debts due to SIM on whatever account shall be deemed to be vested in PNE without further act or deed. All rights of creditors and all liens upon any property of SIM shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the Effective Date of the merger, and all debts, liabilities, obligations and duties of SIM shall attach to PNE, which debts, liabilities, obligations and duties PNE assumes and agrees to pay, and which may be enforced SIM against PNE to the same extent as if such debts, liabilities, obligations and duties had been initially incurred or contracted by PNE.

5.3 Upon the Effective Date of the merger, PNE will carry on business with the assets of SIM as well as with the assets of PNE. All other merger effects specified in 15 PaCS Section 1929 shall result from the consummation of the merger.

5.4 Upon the Effective Date of the merger, the assets and liabilities of SIM shall be reflected on the books of PNE in the amounts at which they are carried on the books of SIM as of the Effective Date.

5.5 Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by action of the Board of Directors of either PNE or the Manager of SIM at any time prior to the Effective Date of the merger, whether before or after submission to their respective shareholders or Members, to the extent required, or upon the failure to obtain the requisite vote of shareholders or Members of PNE or SIM.

5.6 This Agreement shall be submitted promptly for the approval of the shareholders of PNE and the Members of SIM in the manner prescribed by 15 PaCS Section 1924.

6.7 Upon the terms and subject to the conditions contained in this Agreement, each of the parties agrees to use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective at the earliest practicable date the merger contemplated by this Agreement, and shall use its best efforts to obtain promptly all waivers, permits, consents and approvals and to effect all registrations, filings and notices with or to third parties or governmental or public bodies or authorities which are necessary or desirable to the consummation of the merger, including, without limitation, registrations, filings or notices required for compliance with applicable registration and anti-fraud provisions of federal and state securities laws, if any.

ARTICLE VI
Representations and Warranties of SIM

SIM and the Members of SIM warrant to PNE and its shareholders as follows as of the date hereof and as of the Effective Date of the merger, which representations and warranties shall survive the Closing:

6.1 Organization and Standing. SIM is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. SIM has the power and authority to carry on its business as now conducted.

6.2 The Shares. The authorized equity units of SIM consist solely of SIM units. As of the date hereof, 1,000 units of SIM are issued and outstanding and constitute the "SIM Units". There are no equity securities of SIM other than the SIM Units. No legend or other reference to any purported lien or encumbrance appears upon any certificate representing the SIM Units. All of the SIM Units have been duly authorized and validly issued and are fully paid. There are no agreements relating to the issuance, sale, or transfer of the SIM Units.

6.3 Power and Authority. SIM has the power and authority to execute, deliver and perform this Agreement and all other documents required to be executed and delivered by SIM in connection with the transactions contemplated by this Agreement and to carry out its obligations hereunder and thereunder. The merger of SIM into PNE has been approved by the Manager and Members of SIM.

ARTICLE VII
Representations and Warranties of PNE

PNE and the shareholders of PNE warrant to SIM and its Members as follows as of the date hereof and as of the Effective Date of the merger, which representations and warranties shall survive the closing:

7.1 Organization and Standing. PNE is a corporation validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. PNE has the corporate power and authority to carry on its business as now conducted.

7.2 The Shares. The authorized equity securities of PNE consist solely of 2,000 common shares of PNE stock. As of the date hereof, 2,000 shares of PNE Stock are issued and outstanding and constitute the "PNE Shares". There are no equity securities of PNE other than the PNE Stock. No legend or other reference to any purported lien or encumbrance appears upon any certificate representing the PNE Shares. All of the PNE Shares have been duly authorized and validly issued and are fully paid. There are no agreements relating to the issuance, sale, or transfer of the PNE Shares. All of the PNE Shares to be issued to the Members of SIM pursuant to this Agreement shall be duly authorized and issued, free and clear of all liens and encumbrances.

7.3 Power and Authority. PNE has the corporate power and authority to execute, deliver and perform this Agreement and all other documents required to be executed and delivered by PNE in connection with the transactions contemplated by this Agreement and to carry out its obligations hereunder and thereunder. The merger of PNE and SIM has been approved by the Board of Directors of PNE and its shareholders.

ARTICLE VIII Termination

8.1 Termination. This Agreement may be terminated at any time on or prior to the Effective Date by the mutual consent of PNE and SIM.

8.2 Effect of Termination. If the parties to this Agreement terminate this Agreement pursuant to Section 8.1, this Agreement shall become null and void (except for the provisions Section 11.2, hereof, which will survive any termination) without any liability of any party to the other.

ARTICLE IX Directors and Officers

9.1 Board of Directors. The present Board of Directors of PNE shall continue to serve as the Board of Directors following the effective date of the merger until the next annual meeting or until their successors have been elected or qualified.

9.2 Officers. All persons who at the Effective Date of the merger are executives or administrative officers of PNE shall remain as officers of PNE until the Board of Directors of PNE shall determine otherwise.

ARTICLE X
Expenses

PNE shall bear all expenses of the merger, to the extent they are not paid by SIM prior to the Effective Date of the merger, or to the extent otherwise required for this transaction to constitute a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

ARTICLE XI
Miscellaneous

11.1 Survival of Representations, Warranties and Covenants. All representations, warranties, covenants, agreements, stipulations, certifications and indemnities made by each party in this Agreement or in any schedule, certificate, document or list delivered by any such party pursuant hereto shall survive the merger, and notwithstanding any investigation conducted before or after the merger or the decision of any party to complete the merger, each party hereto shall be entitled to rely upon the representations and warranties of the other parties.

11.2 Confidentiality. The parties shall maintain the confidentiality of the terms and conditions of this Agreement. Announcements or similar publicity with respect to this Agreement or the transactions contemplated herein may be made at such time and in such manner as the parties may mutually agree.

11.3 Amendments. This Agreement may be amended only by a writing signed by each of the parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.

11.4 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.

11.5 Governing Law. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by the construed and enforced in accordance with the laws of said Commonwealth.

11.6 Headings, Gender and Number. All titles and headings in this Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof. Words and phrases used herein shall be construed in the singular or plural number and as masculine, feminine or neuter genders according to context.

11.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity of enforceability of such provision in any other jurisdiction/

11.8 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, this Agreement and Joint Plan of Merger has been duly authorized by the Board of Directors of PNE and the Managers of SIM, and is signed and sealed by the duly authorized officers of each corporation as of the day and year first above written.

ATTEST:

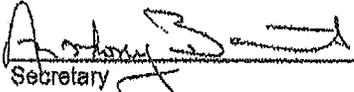
Pocket Nurse Enterprises, Inc.
a Pennsylvania corporation


Secretary

By: 
Anthony Battaglia, President

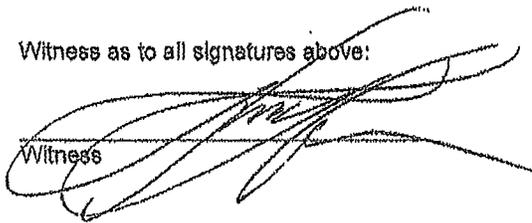
ATTEST:

SIM EMR, LLC
a Pennsylvania limited liability company


Secretary

By: 
Manager

Witness as to all signatures above:


Witness

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