

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Medical Consultants Network, Inc.		01/01/2012
			Entity Type
			CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Medical Consultants Network LLC		
Street Address:	1301 5th Ave, Suite 2900		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 4			
	Property Type	Number	Word Mark
	Registration Number:	3103714	MEDICAL JUDGMENT: NATIONWIDE
	Registration Number:	3004104	MCN
	Registration Number:	2679543	MEDICAL CONSULTANTS NETWORK
	Registration Number:	2246901	MCN
CORRESPONDENCE DATA			
Fax Number:	(206)667-8309		
Phone:	206-224-8075		
Email:	sgary@karrtuttle.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:	J. Scott Gary		
Address Line 1:	1201 Third Ave Ste 2900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	22395.003		

OP \$115.00 3103714

TRADEMARK

NAME OF SUBMITTER:	J. Scott Gary, Attorney of record
Signature:	/jscottgary/
Date:	02/08/2012
<b>Total Attachments: 8</b> source=MCN_LLC_Name_Change#page1.tif source=MCN_LLC_Name_Change#page2.tif source=MCN_LLC_Name_Change#page3.tif source=MCN_LLC_Name_Change#page4.tif source=MCN_LLC_Name_Change#page5.tif source=MCN_LLC_Name_Change#page6.tif source=MCN_LLC_Name_Change#page7.tif source=MCN_LLC_Name_Change#page8.tif	

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

MCN MEDICAL CONSULTANTS NETWORK LLC  
Changing name to MEDICAL CONSULTANTS NETWORK LLC

WA Limited Liability Company  
UBI: 603-162-977  
Effective Date: January 1, 2012  
Filing Date: December 16, 2011

Merging Entities:

603-000-578	MCN HOLDINGS, INC.
600-570-881	MEDICAL CONSULTANTS NETWORK INC.
601-767-348	MCN CASE MANAGEMENT, INC.



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 004714 FRAME: 0014

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

MCN MEDICAL CONSULTANTS NETWORK LLC

Changing name to MEDICAL CONSULTANTS NETWORK LLC

as filed in this office on December 16, 2011.

Date: December 16, 2011



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

TRADEMARK

REEL: 004714 FRAME: 0015

DEC 16 2011

STATE OF WASHINGTON

ARTICLES OF MERGER

of

**MCN Holdings, Inc.**

UBI 603 000 578, a Washington corporation

and

**Medical Consultants Network Inc.,**

UBI 600 570 881, a Washington corporation

and

**MCN Case Management, Inc.**

UBI 601 767 348, a Washington corporation

Merging With and Into

**MCN Medical Consultants Network LLC**

UBI 603 162 977, a Washington limited liability company

Pursuant to the provisions OF RCW 23B.11.050 and RCW 25.15.405, these Articles of Merger are executed and filed for the purpose of merging three (3) Washington corporations, namely, 1) **MCN Holdings, Inc.**, a Washington corporation; 2) **Medical Consultants Network Inc.**, a Washington corporation, and 3) **MCN Case Management, Inc.**, a Washington corporation (together, the "Disappearing Entities"), with and into **MCN Medical Consultants Network LLC**, a Washington limited liability company, as the surviving entity (the "Surviving Entity").

1. Adoption. The Agreement and Plan of Merger adopted by the directors of the Disappearing Entities and by the managers of the Surviving Entity is attached as Exhibit A.
2. Approval. The Agreement and Plan of Merger was duly approved by the shareholders of each of the Disappearing Entities in accordance with 23B.11.030 and by the sole member of the Surviving Corporation in accordance with RCW 25.15.400. The approval of the nonvoting shareholders of MCN Holdings, Inc., was not required.
3. Effective Date. The merger is effective as of **January 1, 2012**.
4. Name of Surviving Entity. As provided in the Agreement and Plan of Merger, the name of the surviving entity shall be: **Medical Consultants Network LLC**.

DATED: December 14, 2011.

Surviving Entity:

**MCN Medical Consultants Network LLC**

By:

  
\_\_\_\_\_  
Brian L. Grant, Its Manager

## Exhibit A

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered in to as of December 6, 2011, effective January 1, 2012, by and between:

- 1) **Ice Ax LLC**, a Washington limited liability company ("Ice Ax");
- 2) **MCN Medical Consultants Network LLC**, a Washington limited liability company and wholly-owned subsidiary of Ice Ax ("Acquisition LLC");
- 3) **MCN Holdings, Inc.**, a Washington corporation ("Holdings");
- 4) **Medical Consultants Network Inc.**, a Washington corporation and wholly-owned subsidiary of Holdings ("Network"); and
- 5) **MCN Case Management, Inc.**, a Washington corporation and wholly-owned subsidiary of Network ("YCA").

Network, YCA, and Holdings together are sometimes referred to in this Agreement as the "Disappearing Entities." Acquisition LLC is sometimes referred to in this Agreement as the "Surviving Entity." The Disappearing Entities, together with the Surviving Entity and Ice Ax, are sometimes referred to in this Agreement as the "Constituent Entities."

### RECITALS

A. Ice Ax is a limited liability company organized and existing under the laws of the State of Washington with various owners, including Holdings as to a small percentage interest.

B. Acquisition LLC is a limited liability company organized and existing under the laws of the State of Washington whose sole member is Ice Ax.

C. Holdings is a corporation organized and existing under the laws of the State of Washington. Network has authorized one class of stock, that being voting and nonvoting common stock without par value. Holdings has issued to its shareholders a total of 4,495,715 shares of common stock, without par value, consisting of (i) 10,000 shares of voting common stock, and (i) 4,485,715 shares of voting common stock.

D. Network is a corporation organized and existing under the laws of the State of Washington. Network has authorized one class of stock, that being common stock without par value. Network has issued to its sole shareholder, Holdings, a total of 4,385,599 shares of common stock.

E. YCA is a corporation organized and existing under the laws of the State of Washington. Network has authorized one class of stock, that being common stock without par value. YCA has issued to its sole shareholder, Network, a total of 100 shares of common stock.

F. The Constituent Entities have deemed it advisable and in the mutual best interests of themselves and their respective members and shareholders that the Disappearing Entities should be merged with and into Acquisition LLC (the "Merger"), with Acquisition LLC as the surviving entity, in a transaction authorized under the Washington Business Corporation Act and the Washington Limited Liability Company Act, RCW 23B.11.080 and RCW 25.15.395, respectively.

THEREFORE, the parties agree as follows:

1. **Merger; Effectiveness.** Each of Holdings, Network and YCA shall be merged with and into Acquisition LLC pursuant to the applicable provisions of the Washington Business Corporation Act, as amended, and the Washington Limited Liability Company Act, as amended, and the terms and conditions of this Agreement. Upon the execution by the Surviving Entity of Articles of Merger incorporating this

Agreement and the filing of such Articles of Merger with the Secretary of State of the State of Washington, the Merger shall become effective as of the Effective Time set forth in Section 5, below.

5. **Effective Time.** The effective date of the Merger shall be January 1, 2012 (the "Effective Date") and the effective time of the merger on such date shall be 12:01 am, in Olympia, Washington (the "Effective Time").

6. **Name of Surviving Entity.** The name of the surviving entity shall be: Medical Consultants Network LLC.

7. **Certificate of Formation.** The certificate of formation of Acquisition LLC in effect immediately prior to the Effective Time shall be and remain the certificate of formation of the Surviving Entity, until it is amended. On the Effective Date, and as a result of the Merger, Section 1 of the certificate of formation of the Surviving Entity shall be amended so as to read in its entirety as follows:

1. **Name.** The name of the limited liability company (the "Company") is: Medical Consultants Network LLC.

8. **Operating Agreement.** The operating agreement of Acquisition LLC in effect immediately prior to the Effective Time shall be and remain the operating agreement of the Surviving Entity until it is amended, repealed, or replaced. On the Effective Date, and as a result of the Merger, all references in the Surviving Entity's operating agreement to "MCN Medical Consultants Network LLC" shall be amended to read "Medical Consultants Network LLC."

9. **Managers and Officers.** As of the Effective Date, the managers and officers of the Surviving Entity shall be as follows, until his successor is elected and qualified in accordance with the Washington Limited Liability Company Act and the operating agreement of the Surviving Entity or until his death, resignation or removal:

Managers: Brian L. Grant  
Paul Mayer

Officers:

Chairman: Brian L. Grant  
President: Paul Mayer  
Secretary: Brian L. Grant  
Treasurer: Brian L. Grant

10. **Conversion of Shares and Ownership Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares or ownership interests of any of the Constituent Entities, each share of the capital stock of each of the Disappearing Entities that is issued and outstanding immediately prior to the Effective Time shall be cancelled or converted into a voting or nonvoting interest in Ice Ax, as follows:

10.1. **YCA and Network.** Each issued and outstanding share of voting common stock, without par value, of YCA and Network shall be canceled and shall cease to exist and no ownership interest in Ice Ax or other consideration shall be delivered or deliverable in exchange therefor.

10.2. **Holdings.**

10.2.1. **Voting Stock.** Each issued share of voting common stock, without par value, of Holdings outstanding immediately prior to the Effective Time shall be converted into and exchanged for units of voting membership interest in Ice Ax ("Membership Interests") and the holder thereof shall be admitted as a member of Ice Ax with the right to participate in management to the full extent as is provided for under the Washington Limited Liability Company Act, RCW Chapter 25.15, with respect to members of a limited liability company, subject to such limitations if any, as may be set forth in Ice Ax's operating agreement, as adopted, amended or replaced from time to time.

10.2.2. *Nonvoting Stock.* Each issued share of voting common stock, without par value, of Holdings outstanding immediately prior to the Effective Time shall be converted into and exchanged for units of non-voting financial interests in Ice Ax with the status of an assignee as described in RCW 25.15.250(2) ("Financial Interests"). These rights do not include the right to participate in the management of the business and affairs of Ice Ax but do include the right to share in such profits and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the members are entitled, subject to such limitations if any, as may be set forth in Ice Ax's operating agreement, as adopted, amended or replaced from time to time.

10.2.3. *Conversion Ratio.* The number of units of Membership Interests or Financial Interests, as applicable, in Ice Ax to be issued in the Merger for each share of voting or nonvoting stock, as applicable, of Holdings, shall be determined by multiplying the number of shares in Holdings held by each shareholder immediately prior to the Effective Time times the following conversion ratio, rounded to the nearest whole number of units:

$$\frac{\text{Value of One Share of Holdings Stock}}{\text{Value of One Unit of Ice Ax}}$$

with such values to be determined as of the close of business on the day prior the Effective Date by the board of directors of Holdings and the manager of Ice Ax in accordance with the business records and normal valuation practices of Holdings and Ice Ax, respectively.

11. **Capital Accounts.** Each of the former shareholders of Holdings shall be accorded a capital account in Ice Ax commensurate with the value of their contribution to the capital of Acquisition LLC determined in accordance with the exchange values determined under Section 10, above, normal valuation principles, and applicable Treasury Regulations.

12. **Employee Equity Awards of Network.** There currently are no employee stock options outstanding in Network or any of the Disappearing Entities; however, Network has issued phantom stock agreements to several employees. At the Effective Time, the Surviving Entity shall assume and thereafter pay and perform each phantom stock agreement that is in effect immediately prior to the Effective Time.

13. **Rights, Duties, Powers, Liabilities, Etc.** As of the Effective Time, the separate existence of each of the Disappearing Entities shall cease and the Disappearing Entities shall be merged with and into the Surviving Entity in accordance with the provisions of this Agreement. Thereafter, the Surviving Entity shall possess all the properties and assets, and all the rights, privileges, powers, immunities, licenses, permits and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities of each of the Disappearing Entities; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate or other property, or any interest in such property, vested by deed or otherwise in any of the Disappearing Entities, shall be vested in the Surviving Entity without reversion or impairment. Any claim existing, or action or proceeding, whether civil, criminal or administrative, pending by or against any or all of the Disappearing Entities may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Entity may be substituted in any such action or proceeding. Without limiting the foregoing:

13.1.1.1. All of the right, title and interest of each of the Disappearing Entities in and to its assets, properties, claims, rights and interests of every kind, nature and description, whether tangible or intangible, real, personal or mixed, contingent or fixed, shall be taken and deemed to be vested in the Surviving Entity without any further instrument of transfer or assignment or the undertaking or performance of any further act or deed;

13.1.1.2. All contracts, agreements, purchase orders, leases, licenses, permits, and authorizations affecting or relating to any or all the Disappearing Entities shall continue unimpaired as affecting or relating to the Surviving Entity, including but not limited to Network's employee benefit plans; and



13.1.1.1.3. All debts, liabilities and obligations of any or all the Disappearing Entities, whether known or unknown, fixed or contingent, including but not limited to employee obligations, shall accede to the Surviving Entity.

13.1.1.1.4. The assets and liabilities of each of the Disappearing Entities as of the Effective Time shall be taken up on the books of Acquisition LLC as the Surviving Entity at the amounts at which they are carried at that time on the respective books of each of the Disappearing Entities.

**14. Implementation.**

14.1. Member and Shareholder Approval. Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington to consummate and make effective the Merger.

14.2. Further Acts. If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to evidence the succession to and vesting in the Surviving Entity of the title to any property of the Disappearing Entities, or the exercise and enjoyment of rights, privileges, powers, immunities, licenses, permits and franchises of the Disappearing Entities, the proper officers and directors of the Surviving Entity may and shall execute, deliver and, where required, file such further instruments and assurances in law, in the name of and on behalf of the Disappearing Entities, or otherwise, and do all things necessary or proper thus to vest such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Agreement of Merger.

15. **Termination.** This Plan may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the State of Washington (whether before or after approval by the members and shareholder of the Constituent Entities, or any of them) with the consent of the board of directors or managers, as applicable, of all the Constituent Entities.

16. **Amendment.** To the extent permitted by law, this Plan may be amended, supplemented or interpreted at any time by action taken by the board of directors or managers, as applicable, of all the Constituent Entities; provided, that this Agreement may not be amended or supplemented after having been approved by the shareholders or members, as applicable, of a Constituent Entity entitled to vote in the matter except by a vote or consent of such shareholders or members in accordance with applicable law.

17. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters with which it deals, and supersedes all prior understandings and agreements of the parties with respect to such Agreement.

*(Signatures on next page)*

IN WITNESS WHEREOF, the parties to the foregoing Merger execute this Agreement.

Ice Ax:

**Ice Ax LLC**

By: ORIGINAL SIGNED  
Brian L. Grant, Its Manager

Acquisition LLC:

**MCN Medical Consultants Network LLC**

By: ORIGINAL SIGNED  
Brian L. Grant, Its Manager

Holdings:

**MCN Holdings, Inc.**

By: ORIGINAL SIGNED  
Brian L. Grant, Its President

Network:

**Medical Consultants Network, Inc.**

By: ORIGINAL SIGNED  
Brian L. Grant, Its Chairman

YCA:

**MCN Case Management, Inc**

By: ORIGINAL SIGNED  
Brian L. Grant, Its President