

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abbott Products, Inc.		06/29/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Abbott Products LLC		
Street Address:	1 North Waukegan Road		
City:	North Chicago		
State/Country:	ILLINOIS		
Postal Code:	60064		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85195076		
Serial Number:	72345571	ESTRATAB	
Serial Number:	74538837	MINIMICROSPHERES	
Serial Number:	76542564	PROMETRIUM	
CORRESPONDENCE DATA			
Fax Number:	8479356552		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-937-5121		
Email:	trademarks@abbott.com		
Correspondent Name:	Paul Yasger - Abbott Laboratories		
Address Line 1:	100 Abbott Park Road		
Address Line 2:	D377/AP6A		
Address Line 4:	Abbott Park, ILLINOIS 60064-6008		
ATTORNEY DOCKET NUMBER:	T66268		

900232477

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REEL: 004853 FRAME: 0972

CH \$115.00 85195076

NAME OF SUBMITTER:	Paul D. Yasger
Signature:	/Paul D. Yasger/
Date:	08/31/2012
<b>Total Attachments: 12</b> source=Certificate of Conversion to LLC 6 29 2012#page1.tif source=Certificate of Conversion to LLC 6 29 2012#page2.tif source=Certificate of Conversion to LLC 6 29 2012#page3.tif source=Certificate of Conversion to LLC 6 29 2012#page4.tif source=Certificate of Conversion to LLC 6 29 2012#page5.tif source=Certificate of Conversion to LLC 6 29 2012#page6.tif source=Certificate of Conversion to LLC 6 29 2012#page7.tif source=Certificate of Conversion to LLC 6 29 2012#page8.tif source=Certificate of Conversion to LLC 6 29 2012#page9.tif source=Certificate of Conversion to LLC 6 29 2012#page10.tif source=Certificate of Conversion to LLC 6 29 2012#page11.tif source=Certificate of Conversion to LLC 6 29 2012#page12.tif	

# STATE OF GEORGIA

**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Drive**  
**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF CONVERSION

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that a certificate of conversion has been filed on **06/29/2012** converting

**ABBOTT PRODUCTS, INC.**  
a Domestic Profit Corporation

to

**ABBOTT PRODUCTS LLC**  
a Domestic Limited Liability Company

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid. Conversion of the above-named entity is effective upon issuance of this certificate.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on June 29, 2012



Brian P. Kemp  
Secretary of State

CERTIFICATE OF CONVERSION  
OF  
ABBOTT PRODUCTS, INC.  
FROM A CORPORATION  
TO A  
LIMITED LIABILITY COMPANY

Pursuant to Sections 14-2-1109.1 and 14-11-212 of the  
Official Code of Georgia Annotated

This Certificate of Conversion is being duly executed and filed by the undersigned authorized person to convert Abbott Products, Inc., a Georgia corporation (the "Company"), to a Georgia limited liability company pursuant to Sections 14-2-1109.1 and 14-11-212 of the Official Code of Georgia Annotated, as amended (the "OCGA").

FIRST: The name of the Company immediately prior to filing this Certificate of Conversion is Abbott Products Inc.

SECOND: The Company hereby elects to become a Georgia limited liability company pursuant to Section 14-11-212 of the OCGA (the "Conversion").

THIRD: The Conversion shall become effective upon filing of this Certificate of Conversion with the Secretary of State of the State of Georgia.

FOURTH: The Conversion has been approved in accordance with the provisions of Section 14-11-212(a) of the OCGA.

FIFTH: The Articles of Organization, in the form required by Section 14-11-204 of the OCGA are filed with this Certificate of Conversion and set forth a name for the limited liability company that satisfies the requirements of Section 14-11-207 of the OCGA, and shall be the Articles of Organization of the limited liability company formed pursuant to the Conversion unless and until modified in accordance with the OCGA.

SIXTH: The outstanding stock of the Company will be converted into a one hundred percent (100%) membership interest of the Company by reason of the Conversion.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on this 29th day of June, 2012.

By: Thomas C. Freyman  
Name: Thomas C. Freyman  
Title: Authorized Person

State of Georgia  
Expedite Conversion 11 Page(s)



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SECRETARY OF STATE  
CORPORATIONS DIVISION

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REEL: 004853 FRAME: 0975

**Exhibit A**  
**Plan of Conversion**

PLAN OF CONVERSION  
TO CONVERT  
ABBOTT PRODUCTS, INC.  
FROM A CORPORATION  
TO A  
**LIMITED LIABILITY COMPANY**

Pursuant to Sections 14-2-1109.1 and 14-11-212 of the  
Official Code of Georgia Annotated

The following is the Plan of Conversion to convert Abbott Products, Inc., a Georgia corporation (the "Company"), to a Georgia limited liability company pursuant to Sections 14-2-1109.1 and 14-11-212 of the Official Code of Georgia Annotated, as amended (the "OCGA"), and such conversion, the "Conversion").

FIRST: The name of the limited liability company formed pursuant to the Conversion is:

ABBOTT PRODUCTS LLC

SECOND: The outstanding stock of the Company will be converted into a one hundred percent (100%) membership interest of the Company by reason of the Conversion.

THIRD: The Conversion shall become effective upon filing of a Certificate of Conversion with the Secretary of State of the State of Georgia.

FOURTH: The Articles of Organization, in the form required by Section 14-11-204 of the OCGA, are attached as Exhibit A hereto and shall be the Articles of Organization of the limited liability company formed pursuant to the Conversion unless and until modified in accordance with the OCGA.

FIFTH: A Limited Liability Company Agreement, in the form attached as Exhibit B hereto, will be entered into among the persons who will be the members of the limited liability company to be formed pursuant to the Conversion.

**Exhibit A**  
**Articles of Organization**

ARTICLES OF ORGANIZATION

OF

ABBOTT PRODUCTS LLC

This Articles of Organization of Abbott Products LLC (the "Company"), dated June 29, 2012, is being duly executed and filed by John A. Berry, as an authorized person (the "Organizer"), to form a limited liability company under the Georgia Limited Liability Company Act (14 Official Code of Georgia Annotated, § 14-11-100, et seq.), as amended.

FIRST. The name of the limited liability company formed hereby is:

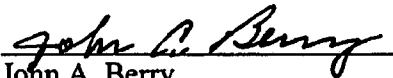
ABBOTT PRODUCTS LLC

SECOND. The mailing address of the Organizer is 100 Abbott Park Road, Abbott Park, Illinois 60064].

THIRD. The address of the initial registered office of the Company in the State of Georgia is c/o C T Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia 30361. The name of the Company's initial registered agent is C T Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia 30361.

FOURTH. The mailing address of the Company's principal place of business is 1 North Waukegan Road, North Chicago, Illinois 60064.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of the date first written above.

  
John A. Berry  
Authorized Person

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SECRETARY OF STATE  
CORPORATIONS DIVISION



Brian P. Kemp  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
237 Coliseum Drive  
Macon, Georgia 31217-3858  
(404) 656-2817

Registered agent, officer, entity status information via the Internet  
sos.georgia.gov/corporations

TRANSMITTAL INFORMATION  
GEORGIA LIMITED LIABILITY COMPANY

**IMPORTANT**

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: autumn.anderson@abbott.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.	LLC Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank) Abbott Products LLC			
	LLC Name (List <i>exactly</i> as it appears in articles)			
2.	John Berry		Telephone Number	
	Name of person filing articles (certificate will be mailed to this person, at address below)			
	100 Abbott Park Road			
	Address			
	Abbott Park	IL	60064	
	City	State	Zip Code	
3.	1 North Waukegan Road			
	Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box)			
	North Chicago, Illinois		60064	
	City	State	Zip Code	
4.	C T Corporation System			
	Name of LLC's Registered Agent in Georgia			
	1201 Peachtree Street, NE			
	Registered Office Street Address of LLC in Georgia (Post office box or mail drop not acceptable for registered office address)			
	Atlanta	Fulton	GA	30361
	City	County	State	Zip Code
5.	Name and Address of each organizer (Attach additional sheets if necessary)			
	John Berry	100 Abbott Park Road	Abbott Park	IL 60064
	Organizer	Address	City	State Zip Code
	Organizer	Address	City	State Zip Code
6.	Mail the following items to the Secretary of State at the above address:			
	1) This transmittal form			
	2) Original and one copy of the Articles of Organization			
	3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.			
			6/28/2012	
	Authorized Signature		Date	
	Member, Manager, Organizer or Attorney-in-fact (Circle one)			
	Request certificates and obtain entity information via the Internet: sos.georgia.gov/corporations			

FORM 231



**Exhibit B**  
**Limited Liability Company Agreement**

## LIMITED LIABILITY OPERATING AGREEMENT

OF

### ABBOTT PRODUCTS LLC

This Limited Liability Company Operating Agreement (the "Agreement") of Abbott Products LLC (the "LLC"), is entered into by the sole member listed on Annex A hereto (the "Member") effective as of the 29th day of June, 2012.

The Member has formed a limited liability company under the Georgia Limited Liability Company Act, as amended from time to time (the "Act"), pursuant to this agreement and the Articles of Organization which have been filed with the Secretary of State of the State of Georgia in connection with the execution of this agreement, and hereby agrees as follows:

1. **Name.**

a. The name of the limited liability company is Abbott Products LLC (the "LLC"). The business of the LLC may be conducted under any other name deemed necessary or desirable by the Member in order to comply with local law.

b. The Member has formed the LLC as a limited liability company pursuant to the provisions of the Act and of this Agreement and agrees that the rights and liabilities of the Member and any future Members shall be as provided in the Act for members and managers except as provided herein.

2. **Purpose.** The LLC is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the LLC is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. **Registered Office; Registered Agent.** The address of the registered office of the LLC in the State of Georgia is c/o C T Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia 30361. The name and address of the registered agent of the LLC for service of process on the LLC in the State of Georgia is C T Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia 30361.

4. **Member.** The name and the mailing address of the Member is as set forth in Annex A hereto as it may be amended from time to time. The Member is hereby admitted as a member of the LLC and such Member, as well as any person who later becomes a Member as a condition to becoming such Member, agrees to be bound by the terms of this Agreement.

5. **Authorized Person.** John A. Berry is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the LLC (and any amendments and/or restatements thereof). This authorization shall terminate on the filing of the Certificate.

6. **Management.**

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a. Management of the LLC shall be vested exclusively in a Manager designated by the Member, subject to the delegation of rights and powers provided for herein. Such Manager shall be authorized to act on behalf of and to bind the LLC, including the completion, execution and delivery of any and all agreements, deeds, instruments, receipts, certificates and other documents, and to take all such other action as they may consider necessary or advisable in connection with the management of the LLC. The Member may remove or replace the Manager at any time for any reason. Thomas C. Freyman is hereby designated as the Manager of the LLC.

b. The Manager may, from time to time, appoint officers of the LLC (each, an "Officer") and assign in writing titles (including, without limitation, Chief Executive Officer, President, Executive, Group or Senior Vice President, Vice President, Treasurer, Secretary, Controller, General Counsel, Assistant Treasurer and Assistant Secretary) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Official Code of Georgia Annotated, the assignment of such title will constitute the delegation to such person of the authorities and duties that are normally associated with that office. In addition, the Manager may, from time to time, designate any other individuals as authorized persons ("Authorized Persons") and delegate to such Authorized Persons such authorities (including the right to sub-delegate) and duties as the Manager may deem appropriate. The Manager may, in writing at any time, revoke any assignment, designation, delegation and authorization granted by it pursuant to this Section 6(b).

c. All contracts, agreements, endorsements, assignments, transfers, stock powers or other instruments shall be signed by a Manager of the LLC or such Officer or Authorized Person as may be designated by the Manager. Persons dealing with the LLC are entitled to rely conclusively upon the power and authority of the Manager or such Officer or Authorized Person as may be designated by the Manager, as herein set forth.

7. **Offices.** The LLC's principal office is located at 1 North Waukegan Road, North Chicago, Illinois 60064, or as the Manager may determine from time to time.

8. **Capital Contributions.** The Member may, but shall not be required to, make contributions of capital in the future as the Member may deem necessary or advisable in connection with the business of the LLC. Any contributions may be in the form of cash, securities or tangible assets at the option of the Member

9. **Profits/Losses.** Profits and losses of the LLC shall be allocated to the Member.

10. **Fiscal Year; Tax Matters.**

a. The fiscal year of the LLC for accounting and tax purposes shall begin on January 1 and end on December 31 of each year, except for the short taxable years in the years of the LLC's formation and termination and as otherwise required by the law (tax or otherwise).

b. Proper and complete records and books of account of the business of the LLC, including Annex A, shall be maintained at the LLC's principal place of business. The Member acknowledges and agrees that the LLC is intended to be classified and treated as a disregarded entity for United States income tax purposes. In the event there is more than one

Member, such Members agree that the LLC is intended to be classified and treated as a partnership for United States income tax purposes. The LLC's books of account shall be maintained on a basis consistent with such treatment and on the same basis utilized in preparing the LLC's United States federal income tax return (if required). Each Member and its duly authorized representatives may, for any reason reasonably related to its interest as a Member of the LLC, examine the LLC's books of account and make copies and extracts therefrom at its own expense. The Member shall maintain or delegate the maintenance of the records of the LLC for three years following the termination of the LLC.

11. **Liability of Member.** The Member shall not have any liability for the obligations or liabilities of the LLC except to the extent provided in the Act.

12. **Dissolution.**

a. Subject to the occurrence of an event of dissolution pursuant to Section 12(b), the LLC shall have perpetual existence.

b. The LLC shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; (ii) the written consent of the Manager, or (iii) the entry of a decree of judicial dissolution under Georgia law.

13. **Indemnification.** To the full extent permitted by law, the LLC shall (a) indemnify any person or such person's heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives or assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a Member, Manager, attorney-in-fact, officer, employee or agent of the LLC or is or was serving at the request of the LLC or its Member as a manager, attorney-in-fact, officer, employee or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by such person in connection with such action, suit or proceeding and (b) pay the expenses incurred by such person in defending such civil or criminal action, suit or proceeding to the full extent authorized or permitted by the laws of the State of Georgia. An attorney-in-fact shall have no personal liability to the LLC or its Member for monetary damages for breach of fiduciary duty as an attorney-in-fact; provided, however, that the foregoing provision shall not eliminate the liability of an attorney-in-fact for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or for any transaction from which the attorney-in-fact derived an improper personal benefit.

14. **Counterpart and Facsimile Signatures.** Actions taken by the Member and/or the Manager by written consent, pursuant to the Act, may be executed in one or more counterparts, all of which together shall constitute one and the same document and facsimile signatures shall have the same effect as original signatures.

15. **Amendments.** Any amendments to this Agreement shall be in writing signed by the sole Member.

16. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Georgia, all rights and remedies being governed by said laws. The Member intends the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

17. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective successors, executors, administrators, legal representatives, heirs and legal assigns and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective successors, executors, administrators, legal representatives, heirs and legal assigns.

18. **No Benefit of Creditors.** The provisions of this Agreement are intended only for the regulation of relations between the Member and any former or prospective Members and the LLC. This Agreement is not intended for the benefit of non-Member creditors and no rights are granted to non-Member creditors under this Agreement.

19. **Severability.** If any provision of this Agreement shall be determined to be illegal or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms.

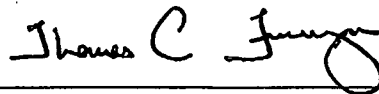
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Operating Agreement as of the day first above written.

Abbott Universal LLC, its sole member

By: Abbott Laboratories International LLC, its  
sole member

By: Abbott Laboratories, its sole member

By:



Name: Thomas C. Freyman

Title: Executive Vice President, Finance and  
Chief Financial Officer

2012 JUN 29 PM 4:53  
SECRETARY OF STATE  
CORPORATIONS DIVISION

**ANNEX A**

***Name and Address of Member***

***Percentage  
Interest  
(%)***  
100

Abbott Universal LLC  
100 Abbott Park Road  
Abbott Park, IL 60064