

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/14/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNRX, INC.		11/14/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	BENSALEM HOLDINGS LLC
Street Address:	3260 Tillman Drive
Internal Address:	Suite 75
City:	Bensalem
State/Country:	PENNSYLVANIA
Postal Code:	19020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77756020	340B. SIMPLIFIED.
Serial Number:	78938113	SUNRX
Serial Number:	78938116	SHINING LIGHT ON PRESCRIPTION BENEFITS

CORRESPONDENCE DATA

Fax Number: 2159791020
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215.979.1817
 Email: ccampbell@duanemorris.com
 Correspondent Name: Christiane S. Campbell
 Address Line 1: 30 South 17th Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

CH \$90.00 77756020

ATTORNEY DOCKET NUMBER:	E5236-00029
NAME OF SUBMITTER:	Christiane S. Campbell
Signature:	/Christiane S. Campbell/
Date:	11/20/2012

Total Attachments: 14

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SUNRX, INC.", A NEW JERSEY CORPORATION,
WITH AND INTO "BENSALEM HOLDINGS LLC" UNDER THE NAME OF
"BENSALEM HOLDINGS LLC", A LIMITED LIABILITY COMPANY ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE THE FOURTEENTH DAY OF
NOVEMBER, A.D. 2012, AT 9:14 O'CLOCK A.M.

5195813 8100M

121225668

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9984487

DATE: 11-14-12

TRADEMARK
REEL: 004904 FRAME: 0719

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:17 AM 11/14/2012
FILED 09:14 AM 11/14/2012
SRV 121225668 - 5195813 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF FOREIGN CORPORATION
INTO DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Sec. 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving limited liability company is BENSLEM HOLDINGS LLC, a Delaware limited liability company.

Second: The name of the foreign corporation being merged into this surviving limited liability company is SUNRX, INC. The jurisdiction in which the foreign corporation was formed is the State of New Jersey.

Third: The Agreement and Plan of Merger has been approved and executed by each of the constituent entities.

Fourth: The name of the surviving limited liability company is: BENSLEM HOLDINGS LLC.

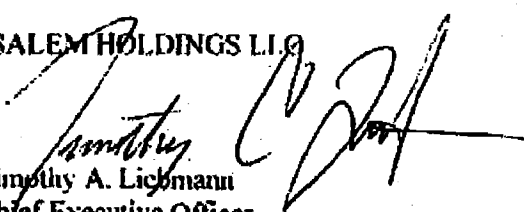
Fifth: The Agreement and Plan of Merger is on file at 3260 Tillman Drive, Suite 75, Bensalem, PA, 19020, a place of business of the surviving limited liability company, with its Chief Executive Officer.

Sixth: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the surviving limited liability company or any person holding an interest in the merging foreign corporation.

IN WITNESS WHEREOF, this said limited liability company has caused this certificate to be signed by an authorized person this 14th day of November, 2012.

BENSLEM HOLDINGS LLC

By:


Timothy A. Liebmann
Chief Executive Officer

DMF-2319378.2

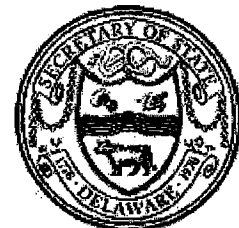
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REEL: 004904 FRAME: 0720



State of Delaware

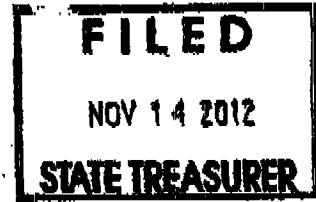
The Official Website for the First State

The Secretary of State of Delaware issued a certificate for BENSLEM HOLDINGS LLC whose file number is 5195813 on 11/14/2012 under request number 121225668 for authentication number 9984487.



[Back](#)

MRS



060391860

CERTIFICATE OF MERGER OF SUNRX, INC. AND BENSELEM HOLDINGS LLC

Dated: November 14, 2012

The undersigned business entities, having adopted an Agreement and Plan of Merger pursuant to Section 14A: 10-14 of the New Jersey Statutes, and pursuant to which SUNRX, INC., a New Jersey corporation, shall be merged with and into BENSELEM HOLDINGS LLC, a Delaware limited liability company, hereby certify as follows:

1. The name of the surviving limited liability company is BENSELEM HOLDINGS LLC. The name of the merged corporation is SUNRX, INC. 0400006013

2. The Agreement and Plan of Merger (the "Agreement"), pursuant to which the merger will be effectuated, is annexed hereto as Exhibit A.

3. The dates of approval of the Agreement by the shareholders of SUNRX, INC. and the sole member of BENSELEM HOLDINGS LLC are as follows:

SUNRX, INC. November 13, 2012
BENSELEM HOLDINGS LLC November 13, 2012

4. The number of shares of common stock of SUNRX, INC. entitled to vote on the Agreement was One Hundred Thirty-Two Thousand Four Hundred Seventy-Three (132,473). The number of shares of preferred stock of SUNRX, INC. entitled to vote on the Agreement was Ninety-Three Thousand One Hundred Twenty-Four (93,124). No other class or series of stock of SUNRX, INC. is entitled to vote on the Agreement.

5. (a) Approval of the Agreement by the sole member of BENSELEM HOLDINGS LLC was given without a meeting by written consent on November 13, 2012 pursuant to Section 18-302 of the Delaware Limited Liability Company Act.

(b) Approval of the Agreement by the shareholders of SUNRX, INC. was given without a meeting by unanimous written consent on November 13, 2012. The number of shares voting in favor of the Agreement was Two Hundred Twenty-Five Thousand Five Hundred Ninety-Seven (225,597). The number of shares voting against the Agreement was Zero (0).

6. (a) The surviving business entity agrees that it may be served with process in New Jersey in any action, suit or proceeding for the enforcement of any obligation of any domestic or other business entity previously amenable to suit in New Jersey that is a party to this merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving business entity.

(b) The Treasurer of the State of New Jersey is hereby irrevocably appointed as agent to accept service of process in any such action, suit, or proceeding; a copy of such process shall be forwarded to the surviving business entity at 3260 Tillman Drive, Suite 75, Bensalem, PA 19020, Attn: Chief Executive Officer.

(c) The surviving business entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Chapter 11 of Title 14A of the New Jersey Statutes with respect to the rights of dissenting shareholders.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned business entities has caused this Certificate of Merger to be executed on its behalf by its duly authorized Officers as of the date first written above.

SUNRX, INC.

By: 
Timothy A. Liebrmann
Chief Executive Officer

BENSALEM HOLDINGS LLC

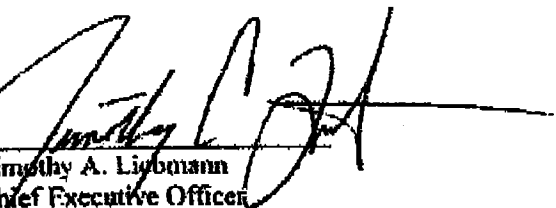
By: 
Timothy A. Liebrmann
Chief Executive Officer

EXHIBIT A

Agreement & Plan of Merger

DM32319316.4

AGREEMENT AND PLAN OF MERGER OF**SUNRX, INC.**
(a New Jersey corporation)**WITH AND INTO****BENSALEM HOLDINGS LLC**
(a Delaware limited liability company)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of November 13, 2012, is entered into by and between SUNRX, Inc., a New Jersey corporation (the "Company"), and Bensalem Holdings LLC, a Delaware limited liability company (the "Acquiror").

WHEREAS, the Board of Directors and sole member of the Acquiror and Board of Directors and stockholders of the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its stockholders and member, as applicable;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Delaware Limited Liability Company Act (the "Act") and the New Jersey Business Corporation Law (the "NJBCL"), will merge with and into the Acquiror, with the Acquiror as the surviving entity (the "Merger"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 18-209 of the Act and Section 14A:10-14 of the NJBCL, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving entity (the

"Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement, the Act and the NJBCL.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger complying with Section 18-209 of the Act with the Secretary of State of the State of Delaware and a certificate of merger complying with Section 14A:10-14(1)(c) of the NJBCL with the Department of Treasury of the State of New Jersey (the "Certificates of Merger") with respect to the Merger. The Merger shall become effective as soon as both of the Certificates of Merger have been duly filed (the "Effective Time").

(b) The Merger shall have the effects set forth in the Act and the NJBCL, including without limitation, Section 18-209 of the Act and Chapter 10 of the NJBCL. Without limiting the generality of the foregoing, from the Effective Time, all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Entity, and all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Entity.

3. Organizational Documents. The operating agreement of the Acquiror in effect at the Effective Time shall be the operating agreement of the Surviving Entity until thereafter amended as provided therein or by the Act, and the certificate of formation of the Acquiror in effect at the Effective Time shall be the certificate of formation of the Surviving Entity until thereafter amended as provided therein or by the Act.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the operating agreement and certificate of formation of the Surviving Entity or as otherwise provided by the Act.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of debt securities or capital stock of the Company (each a "Holder" and collectively, the "Holders"):

(a) various debt and/or equity securities of the Company and/or rights, warrants or options with respect thereto, including, without limitation, shares of the Company's voting and non-voting common stock (the "Common Stock"), shares of the Company's Series A-1 and Series B preferred stock (the "Preferred Stock"), the Company's 10% Senior Secured Convertible Notes (the "Convertible Notes"), which

Convertible Notes are convertible into shares of the Company's Preferred Stock, warrants to purchase shares of Common Stock (the "Warrants"), options to purchase shares of Common Stock (the "Options"; together, the Common Stock, the Preferred Stock, the Convertible Notes, the Warrants, and the Options, the "Company Securities"), shall be converted into the right to receive the respective number of units of membership interest of the Acquiror (the "Units") issuable to such Holder as set forth on Exhibit A hereto;

(b) any Company Securities and any other debt or equity securities of the Company owned by the Acquiror or the Company (as treasury stock or otherwise) will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each Unit of the Acquiror issued and outstanding immediately prior to the Effective Time will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

6. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including Section 5, shares of Common Stock or Preferred Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised dissenters rights with respect to such shares of Common Stock or Preferred Stock in accordance with Chapter 11 of the NJBCL (such shares being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect, withdraws or otherwise loses such holder's dissenters rights under the NJBCL with respect to such shares) shall not be converted into a right to receive Units, but instead shall be entitled to only such rights as are granted by Chapter 11 of the NJBCL; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws or loses such holder's right to payment of fair value pursuant to Chapter 11 of the NJBCL or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Chapter 11 of the NJBCL, such shares of Common Stock and Preferred Stock shall be treated as if they had been converted as of the Effective Time into the right to receive Units in accordance with Section 5, without interest thereon, upon surrender of such Certificates (as hereinafter defined) formerly representing such shares pursuant to Section 7 below.

7. Stock Certificates. Upon surrender by the Holders of the certificate or certificates or notes or other instruments (collectively, the "Certificates") that immediately prior to the Effective Time evidenced outstanding Company Securities to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as the Acquiror shall require, the Holder of such Certificates shall be entitled to receive in exchange therefor one or more Units representing, in the aggregate, the whole number of Units that such Holder has the right to receive pursuant to Section 5 after taking into account all Company Securities then held by such Holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be cancelled. Until so surrendered and

exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Units pursuant to Section 5, and until such surrender or exchange, no such Units shall be delivered to such Holder.

8. Entire Agreement. This Agreement together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without

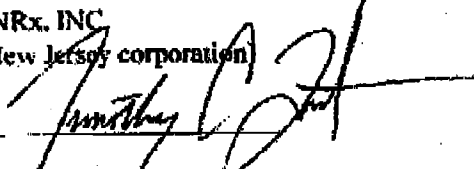
giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware; provided, that to the extent applicable with respect to such matters involving the Company alone, the laws of the State of New Jersey shall apply.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

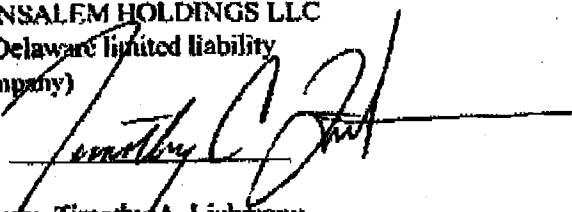
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SUNRx, INC
(a New Jersey corporation)

By 

Name: Timothy A. Liebmann
Title: Chief Executive Officer

BENSALEM HOLDINGS LLC
(a Delaware limited liability company)

By 

Name: Timothy A. Liebmann
Title: Chief Executive Officer

EXHIBIT A

UNITS

NLM Capital Partners, L.P. - 423,367.649 Units

SUNRx Investors, LLC - 527,405.515 Units

RTL Acquisition, LLC - 19,200.711 Units

Gary Reiss - 1.000 Unit

Edward Miersch - 5,025.125 Units

DM312746918.5