

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 05/06/2013 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|------------------------|
| Medical Concepts Development, Inc. | | 04/25/2013 | CORPORATION: MINNESOTA |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Cardinal Health 200, LLC |
| Street Address: | 7000 Cardinal Place |
| City: | Dublin |
| State/Country: | OHIO |
| Postal Code: | 43017 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 0985577 | VI-DRAPE |
| Registration Number: | 2192505 | ACTIVA |
| Registration Number: | 2074457 | ACTI-GARD |
| Registration Number: | 2494825 | NEAR-SKIN |
| Registration Number: | 4183128 | NEAR-SKIN |
| Registration Number: | 2733704 | MCD |
| Registration Number: | 4071954 | ANGIO-SHIELD |
| Registration Number: | 2372537 | PREP - DRAPE |
| Registration Number: | 0775059 | VI-DRAPE |

CORRESPONDENCE DATA

Fax Number: 2028576395

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 202-857-6000
Email: kristen.koines@arentfox.com
Correspondent Name: N. Christopher Norton
Address Line 1: 1717 K St., NW
Address Line 2: c/o Arent Fox LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

| | |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 032828.01260 |
| NAME OF SUBMITTER: | N. Christopher Norton |
| Signature: | /N. Christopher Norton/ |
| Date: | 07/02/2013 |

Total Attachments: 5
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**MINNESOTA
ARTICLES OF MERGER**

Of

**MEDICAL CONCEPTS DEVELOPMENT, INC.,
a Minnesota corporation**

with and into

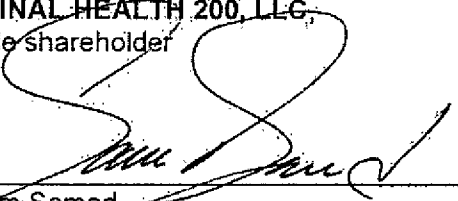
**CARDINAL HEALTH 200, LLC,
a Delaware limited liability company**

Pursuant to the provisions of the Minnesota Business Corporation Act (the "Minnesota Act"), the undersigned company adopts the following articles of merger:

1. Medical Concepts Development, Inc. is a corporation that was formed and exists under the laws of the State of Minnesota (the "Subsidiary"). Cardinal Health 200, LLC, is a limited liability company organized and existing under the laws of the State of Delaware (the "Parent").
2. The Parent is the sole shareholder and owns all three hundred (300) issued and outstanding shares of common stock, with no par value, of the Subsidiary.
3. The Subsidiary will merge with and into the Parent pursuant to Chapter 302A.621 of the Minnesota Statutes, and the Parent shall be the surviving company. The surviving company shall be named Cardinal Health 200, LLC.
4. The plan has been approved by a unanimous written consent of the sole director of the Subsidiary and by a unanimous written consent of the sole member of the Parent in accordance with Subdivision 1 of Chapter 302A.621 of the Minnesota Act.
5. The effective date of the Merger shall be May 6, 2013.
6. The Plan of Merger is attached as Exhibit A.

Executed on this 25th day of April, 2013:

CARDINAL HEALTH 200, LLC,
the sole shareholder

By: 
Sam Samad,
Senior Vice President & Treasurer

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (this "Agreement") is made as of May 1, 2013, between Medical Concepts Development, Inc., a Minnesota corporation (the "Disappearing Company"), and Cardinal Health 200, LLC, an Ohio limited liability company (the "Surviving Company"). The Surviving Company and Disappearing Company are sometimes hereinafter jointly referred to as the "Constituent Entities".

Background Information

A. The Disappearing Company is a wholly-owned subsidiary of Cardinal Health 200, LLC, an Ohio limited liability company. The Surviving Company is a wholly owned subsidiary of Allegiance Corporation, a Delaware corporation.

B. The sole members of the Surviving Company and the directors of the Disappearing Company have reviewed the terms and conditions of the merger contemplated in this Agreement and have determined that it is in the best interest of their respective companies to cause the Disappearing Company to merge with and into the Surviving Company pursuant to the laws of the State of Minnesota and the laws of the State of Delaware.

Statement of Agreement

The parties to this Agreement hereby acknowledge the accuracy of the above Background Information and agree as follows:

§ 1. Cardinal Health 200, LLC, the Surviving Company, is a limited liability company that was formed and exists under the laws of the State of Delaware. Medical Concepts Development, Inc. is a corporation organized and existing under the laws of the State of Minnesota.

§ 2. At the time when the merger contemplated by this Agreement (the "Merger") becomes effective, as provided in § 7 below (the "Effective Time"), the Disappearing Company shall merge with and into the Surviving Company, and the Surviving Company shall be the only continuing and surviving entity and shall continue to exist pursuant to the provisions of the Limited Liability Company Act of the State of Delaware (the "Delaware Act"). The name of the Surviving Company shall be "Cardinal Health 200, LLC," and its principal office is 7000 Cardinal Place, Dublin, Ohio 43017.

§ 3. The Certificate of Formation of the Surviving Company in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Company after the Effective Time, until amended in accordance with the Delaware Act.

§ 4. The Limited Liability Company Agreement of the Surviving Company in effect immediately prior to the Effective Time shall be the Limited Liability Company Agreement of the Surviving Company after the Effective Time, until amended in accordance with the Delaware Act.

§ 5. The officers of the Surviving Company immediately prior to the Effective Time shall continue to hold such positions after the Effective Time, pursuant to the Limited Liability

Company Agreement of the Surviving Company.

§ 6. The ownership of the Surviving Company immediately prior to the Effective Time shall be unchanged and shall remain the same after the Effective Time. As of the Effective Time, all issued shares of the Disappearing Company shall be deemed extinguished, and all rights with respect to shares shall cease to exist. Promptly following the Effective Time, the Surviving Company shall surrender for cancellation the share certificates of the Disappearing Company.

§ 7. The Merger shall become effective on May 6, 2013 (the "Effective Time").

§ 8. At the Effective Time, and as a result of the Merger, the Disappearing Company shall cease to exist as a separate entity, except as provided by law, and shall merge into the Surviving Company, and the Surviving Company shall be the only continuing and surviving company; the Surviving Company shall possess all assets, contractual rights and obligations, and property of every description, tangible and intangible, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Companies; obligations belonging to or due to each of the Constituent Companies shall be vested in the Surviving Company without further act or deed, and the titles to any real estate vested by deed or otherwise in any of the Constituent Companies shall be vested in the Surviving Company and shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and a proceeding pending against any Constituent Company may be continued as if the Merger did not occur, or the Surviving Company may be substituted in the proceeding for the Disappearing Company; and all debts, liabilities, and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

§ 9. Each of the parties shall file all certificates, instruments, and documents and take such other actions as are deemed necessary or appropriate to effectuate the Merger and all other transactions contemplated by this Agreement, including, but not limited to, filing all necessary certificates, payment of filing fees, franchise taxes and conveyance fees, obtaining all regulatory approvals, and filing all foreign company qualifications necessary or appropriate to conduct the business of the Surviving Company following the Merger.

§ 10. The Surviving Company hereby agrees that, upon and after issuance of a certificate of merger by the Secretary of State of the State of Minnesota:

- (a) The Surviving Company may be served with process in the State of Minnesota in any proceeding for the enforcement of any obligation of any company organized under the laws of the State of Minnesota which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting member of any such company organized under the laws of the State of Minnesota against the Surviving Company.
- (b) The Secretary of State of the State of Minnesota shall be and hereby is irrevocably appointed as the agent of the Surviving Company to accept service of process in any such proceeding; the address to which the service of process in any such proceeding shall be mailed is: 7000 Cardinal Place, Dublin, OH 43017, ATTN: General Counsel.

(c) The Surviving Company will promptly pay to any dissenting shareholder of the Disappearing Company the amount, if any, to which they are entitled under Section 302A.473 of the Minnesota Business Corporation Act.

§ 12. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

§ 13. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the parties hereto.

MEDICAL CONCEPTS DEVELOPMENT, INC.,
a Minnesota corporation

By: _____


Sam Samad,
Senior Vice President & Treasurer

CARDINAL HEALTH 200, LLC,
a Delaware limited liability company

By: _____


Matthew Blake,
Assistant Treasurer

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

APR 29 2013


Mark Ritchie
Secretary of State