

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	02/01/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GUTHRIE HEALTHCARE SYSTEM		01/22/2014	Non-Profit, Non Stock Corporation: PENNSYLVANIA

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
GUTHRIE HEALTH	01/22/2014	Non-Profit, Non-Stock Corporation: PENNSYLVANIA

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	THE GUTHRIE CLINIC
Street Address:	Guthrie Square,
City:	Sayre,
State/Country:	PENNSYLVANIA
Postal Code:	18840
Entity Type:	Non-Profit, Non-Stock Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85828792	CARRYING MEDICINE FORWARD
Serial Number:	85837534	THE GUTHRIE WAY
Serial Number:	85724244	GUTHRIE CLINIC
Serial Number:	85160055	E GUTHRIE
Serial Number:	85160020	EGUTHRIE
Serial Number:	78873310	GUTHRIE
Serial Number:	76087962	GUTHRIE HEALTHNET
Serial Number:	75009505	THE GUTHRIE JOURNAL
Serial Number:	74620920	GUTHRIE

CORRESPONDENCE DATA

Fax Number: 6103718506

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 609.987.7050

TRADEMARK

Email: ejs@stevenslee.com
Correspondent Name: Elliott J. Stein
Address Line 1: 100 Lenox Drive,
Address Line 2: Suite 200,
Address Line 4: Lawrenceville,, NEW JERSEY 08648

ATTORNEY DOCKET NUMBER: 033303.00001

NAME OF SUBMITTER: Elliott J. Stein

SIGNATURE: /varlawyer/

DATE SIGNED: 06/30/2014

Total Attachments: 7

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

The Guthrie Clinic

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

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE 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: 2963893

Stevens & Lee PC
17 N. 2nd Street, 16th Floor
Harrisburg, PA 17101

TRADEMARK
REEL: 005311 FRAME: 0730

Entity #: 2963893
 Date Filed: 01/29/2014
 Effective Date: 02/01/2014
 Carol Alchele
 Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU**

Articles/Certificate of Merger

(15 Pa.C.S.)

Entity Number
 2963893

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

Name
 Melissa Zeiders, Paralegal c/o Stevens & Lee


Address
 P.O. Box 11670

City	State	Zip Code
Harrisburg	PA	17108

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

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

Commonwealth of Pennsylvania
 ARTICLES OF MERGER-NONPROFIT 13 Page(s)



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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:
 The Guthrie Clinic

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
Guthrie Square	Sayre	PA	18840	Bradford

(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 Delaware 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
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(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
PA DEPT. OF STATE			

SL1

JAN 29 2014

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
Guthrie Healthcare System	Guthrie Square, Sayre, PA 18840		Bradford

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: 02/01/2014 at 12:01 a.m.

Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
Guthrie Healthcare System	Affirmative vote of its board of directors pursuant to 15 PA.C.S. § 5924(b)
Guthrie Health	Affirmative vote of its members pursuant to 15 PA.C.S. § 5924(a)

6. ~~Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger.~~

~~The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.~~

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is:

Number and street	City	State	Zip	County

SL: 1263405v1 033303.00171

DSCB: 15-1926/5926/8547-3

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

22 day of January
2014

Guthrie Healthcare System
Name of Corporation

Marie Drooge
Signature

Marie Drooge, President
Title

Guthrie Health
Name of Corporation

[Signature]
Signature

Joseph A. Scopelliti, M.D., President/CEO
Title

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of January 22, 2014 by and between Guthrie Healthcare System ("GHS") and Guthrie Health ("Guthrie Health" and as the survivor of the merger provided for herein, the "Surviving Corporation).

RECITALS:

- A. GHS and Guthrie Health are nonprofit corporations duly organized and existing and in good standing under the laws of the Commonwealth of Pennsylvania.
- B. The Board of Directors of Guthrie Health, by resolutions duly adopted, has approved this Agreement and declared it to be advisable and in the best interest of Guthrie Health (in its own capacity and in its capacity as "parent" under Section 3.03(i) of the Alignment Agreement) that GHS merge with and into Guthrie Health, with Guthrie Health being the Surviving Corporation, in the manner and upon the terms set forth herein (the "Merger").
- C. The Board of Directors of GHS, by resolutions duly adopted, has approved this Agreement and declared it to be advisable and in the best interest of GHS (in its own capacity and in its capacity as member of Guthrie Health) that GHS merge with and into Guthrie Health, with Guthrie Health being the Surviving Corporation, in the manner and upon the terms set forth herein.
- D. The Board of Directors of Guthrie Clinic, Ltd., (in its capacity as member of Guthrie Health) by resolutions duly adopted, has approved this Agreement and declared it to be advisable and in the best interest of Guthrie Health that GHS merge with and into Guthrie Health, with Guthrie Health being the Surviving Corporation, in the manner and upon the terms set forth herein.

NOW, THEREFORE, for the purpose of effecting such Merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, GHS and Guthrie Health, intending to be legally bound, hereby covenant and agree as follows:

1. Merger. On the Effective Date (as defined in Section 6), GHS shall be merged with and into Guthrie Health, and thereupon the separate existence of GHS shall cease and Guthrie Health shall continue to exist as the Surviving Corporation. Pursuant to the Merger, (a) all the property (real, personal and mixed), rights, powers, duties and obligations of GHS and all debts due on any account to GHS shall be fully vested in the Surviving Corporation, and (b) the Surviving Corporation shall assume all of the obligations and liabilities of GHS as if the Surviving Corporation had itself incurred such obligations and liabilities.
2. Business. The business of the Surviving Corporation shall be conducted at its principal place of business, which is located at Guthrie Square, Sayre, Pennsylvania 18840.
3. Name. The name of the Surviving Corporation shall be "The Guthrie Clinic."

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Guthrie Health, in the restated form attached hereto as Exhibit "A," until amended as provided by law and in accordance with its terms.

5. Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws of Guthrie Health, in the restated form attached hereto as Exhibit "B," until amended as provided by law and in accordance with its terms.

6. Effective Date. The Merger shall be effective upon February 1, 2014 at 12:01 a.m. (the "Effective Date").

7. Amendment. Subject to applicable law, this Agreement may be amended, by action of the respective Boards of the parties hereto, at any time prior to consummation of the Merger, but only by an instrument in writing signed by duly authorized officers on behalf of the parties hereto.

8. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date upon the mutual consent of the respective Boards of GHS and Guthrie Health.

9. Other Provisions.

a. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding the law of conflict of laws.

b. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute one agreement.

d. Further Assurances. If at any time after the Effective Date, the Surviving Corporation shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to the Surviving Corporation full title to and possession of all the property (real, personal and mixed), rights, powers, duties and obligations of GHS, then the officers and directors of the Surviving Corporation, or at their request the persons who were officers and directors of GHS immediately prior to the Effective Date, as such officers and directors, shall have the authority to and shall take all such actions and execute and deliver all such instruments as the Surviving Corporation may determine to be necessary or desirable.

IN WITNESS WHEREOF, GHS and Guthrie Health have caused this Agreement to be executed as of the date first written above.

GUTHRIE HEALTHCARE SYSTEM

By: Marie Droege
Name: Marie Droege
Title: President

GUTHRIE HEALTH

By: Joseph A. Scopelliti
Name: Joseph A. Scopelliti, M.D.
Title: President/CEO