

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316359

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|------------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER AND CHANGE OF NAME |
| EFFECTIVE DATE: | 12/31/1994 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|----------------------------|
| Prestige Care, Inc. | | 12/31/1994 | CORPORATION: OREGON |
| Quality Care, Inc. | | 12/31/1994 | CORPORATION: WASHINGTON |

NEWLY MERGED ENTITY DATA

| Name | Execution Date | Entity Type |
|--------------------|----------------|-------------------------|
| Quality Care, Inc. | 12/31/1994 | CORPORATION: WASHINGTON |

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

| | |
|--------------------------|-------------------------|
| Name: | Prestige Care, Inc. |
| Street Address: | 7700 NE Parkway Drive |
| Internal Address: | Suite 300 |
| City: | Vancouver |
| State/Country: | WASHINGTON |
| Postal Code: | 98662 |
| Entity Type: | CORPORATION: WASHINGTON |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------|
| Registration Number: | 1821911 | PRESTIGE |
| Registration Number: | 1859003 | P |

CORRESPONDENCE DATA

Fax Number: 5037782200

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: 503.778.2031

Email: trademarks@lanepowell.com

Correspondent Name: Renee Peck

Address Line 1: 601 SW Second Avenue

Address Line 2: Suite 2100

Address Line 4: Portland, OREGON 97204

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 17180.274 & 275 |
| NAME OF SUBMITTER: | Renee B. Peck |
| SIGNATURE: | /Renee B. Peck/ |
| DATE SIGNED: | 09/08/2014 |

Total Attachments: 7

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ARTICLES OF MERGER
OF
PRESTIGE CARE, INC.
WITH AND INTO
QUALITY CARE, INC.

FILED
STATE OF WASHINGTON
DEC 30 1994
RALPH MUNRO
SECRETARY OF STATE

Pursuant to the provisions of RCW 23B.11.050, the undersigned corporations hereby execute the following Articles of Merger for the purpose of merging Prestige Care, Inc., an Oregon corporation (the "Non-Surviving Corporation") into Quality Care, Inc., a Washington corporation (the "Surviving Corporation):

1. Attached hereto as Exhibit A is a true copy of the Plan of Merger approved by the shareholders of the Surviving Corporation and by the shareholders of the Non-Surviving Corporation.

2. The Plan of Merger was duly approved by the shareholders of the Surviving Corporation pursuant to RCW 23B.11.030 and by the shareholders of the Non-Surviving Corporation pursuant to ORS 60.487.

DATED EFFECTIVE: December 30, 1994.

NON-SURVIVING CORPORATION:

PRESTIGE CARE, INC., an Oregon corporation

By: 

Its: President

SURVIVING CORPORATION:

Quality Care, Inc., a Washington corporation

By: 

Its: President

**PLAN OF MERGER
BETWEEN
QUALITY CARE, INC., a Washington corporation ("Quality Care")
AND
PRESTIGE CARE, INC., an Oregon corporation ("Prestige")**

A. The Merger. On and subject to the terms and conditions of the Agreement and Plan of Merger between the parties dated December 31, 1994 (the "Agreement"), Prestige will merge with and into Quality Care (the "Merger") at the Effective Time. Quality Care shall be the corporation surviving the Merger (the "Surviving Corporation") under the name Prestige Care, Inc.

B. Exchange of Shares. At the Effective Time:

1. Each share of Prestige Common Stock (\$1.00 par value) ("Prestige Share") outstanding at the Effective Time shall be exchanged for one share of Common Stock of the Surviving Corporation ("New Quality Care Share").

2. Each share of Quality Care Common Stock ("Old Quality Care Share") outstanding at the Effective Time, other than Dissenting Shares, shall be converted into the following:

(a) That number of New Quality Care Shares which is equal to the quotient of that number of New Quality Care Shares which is thirteen percent (13%) of the New Quality Care Shares outstanding immediately following the Effective Time (having an aggregate value of \$2,600,000) divided by the number of Old Quality Care Shares outstanding immediately prior to the Effective Time (the "Conversion Ratio"); and

(b) An amount of cash equal to the quotient of Two Million Five Hundred Thousand Ninety-One Seven Hundred Thirty-Five and No/100 Dollars (\$2,591,735.00), which amount shall be subject to adjustment as hereinafter provided (the "Deferred Cash Amount"), divided by the number of Old Quality Care Shares outstanding immediately prior to the Effective Time, to be paid in installments and evidenced by a promissory note to be delivered at closing as provided in subsection 2.3 below.

3. Each Dissenting Share shall be treated in accordance with the Oregon Business Corporation Act or Washington Business Corporation Act, as applicable.

C. Promissory Note. The Deferred Cash Amount shall be evidenced by a promissory note in the form attached to the Agreement as Exhibit A (the "Promissory Note"), with all payments of principal and accrued interest due thereunder irrevocably guaranteed by the four principal Prestige Stockholders by delivery of a Guaranty in the form attached to the Agreement as Exhibit B.

D. Adjustment of Deferred Cash Amount. The Deferred Cash Amount, and in turn the principal balance of the Promissory Note, shall be (i) increased by the amount of any recoupment or refund attributable to local, state, or federal income, transfer, sales, use and other taxes attributable to Quality Care for tax periods prior to September 30, 1994, including interest thereon, paid or reserved for in the financial statements of Quality Care prior to September 30, 1994; and (ii) decreased by the amount of any unpaid local, state, or federal income, transfer, sales use and other taxes attributable to Quality Care for tax periods prior to September 30, 1994, including penalties and interest thereon, in excess of those paid or reserved for in the financial statements of

Quality Care prior to September 30, 1994; provided that (x) any adjustment pursuant to (i) and (ii) shall only be made for recoupments or refunds received or taxes assessed prior to the date the remaining principal balance of the Promissory Note is paid in full and that (y) any increase pursuant to (i) shall not exceed \$8,265 and reduction pursuant to (ii) shall not exceed the remaining principal balance on the date such taxes are assessed.

E. Effect of Merger; Assets, Liabilities. At the Effective Time, the corporate existence of Prestige shall, as provided by Washington law, be merged into and continued in the Surviving Corporation (formerly named Quality Care) and the separate existence of Prestige shall terminate.

1. At the Effective Time, all right, title and interest of Prestige in and to all of the business, properties (tangible and intangible), goodwill, rights, choses in action and other assets of Prestige shall be vested in the Surviving Corporation by virtue of such Merger without any deed or other instrument of transfer, whether or not reflected on the balance sheets, books of accounts, or records of Quality Care or Prestige, and the Surviving Corporation, without any order or action on the part of any court or otherwise, shall hold and enjoy all such assets in the same manner and to the same extent as such assets were held or enjoyed Prestige or Quality Care prior to the Effective Time.

2. At the Effective Time, the Surviving Corporation shall be liable for all debts, obligations, contracts and other liabilities, of Prestige, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of accounts, or records of Quality Care or Prestige, and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property shall be preserved unimpaired.

F. Effect of Merger.

1. **General.** The Merger shall become effective upon the close of business on December 31, 1994 (the "Effective Time"). The Merger shall have the effect set forth in RCW 23B.11.060. The Surviving Corporation may, at any time after the Effective Time, take any action, including executing and delivering any document, in the name of and on behalf of either Prestige or Quality Care in order to carry out and effectuate the transactions contemplated by this Plan.

2. **Articles of Incorporation.** The Articles of Incorporation, as amended, of Quality Care in effect at and as of the Effective Time will be amended to read as set forth in Exhibit I attached hereto and, as so amended, will be the Articles of Incorporation of the Surviving Corporation in the Merger.

3. **Bylaws.** The Bylaws of Quality Care in effect at and as of the Effective Time will be amended to read as set forth in Exhibit J attached to the Plan of Merger and, as so amended, will be the Bylaws of the Surviving Corporation in the Merger.

4. **Directors and Officers.** As of the Effective Time, the President and Chairman of the Board of Quality Care, Mr. Charles R. Maples, shall continue as a director of the Surviving Corporation and shall become the Chief Executive Officer, Pharmacy Division. The directors and officers of Prestige in office at and as of the Effective Time shall become directors and

officers of the Surviving Corporation with the respective positions and offices which they previously held in Prestige, until such time as their successors are duly elected.

G. Procedure For Exchange of Certificates.

1. Immediately after the Effective Time the holders of Old Quality Care Shares and Prestige Care Shares as of the Effective Time, other than the holders of Dissenting Shares, shall, upon the surrender by them to the Surviving Corporation for cancellation of all certificates representing Quality Care Shares held by them of record, be entitled to receive a certificate representing the number of whole New Quality Care Shares to which they are entitled. No fractional shares shall be issued.

2. Until surrendered, each outstanding certificate which, prior to the Effective Time, represented Old Quality Care Shares and Prestige Shares shall be deemed for all corporate purposes, other than the payment of dividends and other distributions, to evidence the ownership of the number of New Quality Care Shares into which such Old Quality Care Shares and Prestige Shares shall have been so converted. Unless and until such Quality Care Share certificates outstanding shall be so surrendered, no dividends or other distributions payable to holders of record of New Quality Care Shares, as of any time subsequent to the Effective Date, shall be paid with respect to such outstanding Old Quality Care Share and Prestige Care Share certificates. Upon surrender of such outstanding Old Quality Care Share and Prestige Care Share certificates for cancellation, there shall be paid to the persons entitled thereto, the amount, without interest thereon, of dividends and other distributions, if any, which were declared and became payable with respect to holders of record of that number of New Quality Care Shares between the Effective Time and the date of such surrender. In the event any certificate for Quality Care Shares or Prestige Care Shares cannot be located, the issuance of certificates evidencing New Quality Care Shares shall be governed by procedures approved by the Board of Directors of Quality Care for reissuance of lost stock certificates for Prestige Shares.

ARTICLES OF INCORPORATION

OF

PRESTIGE CARE, INC.

ARTICLE I.

The name of the Corporation is PRESTIGE CARE, INC., and its duration shall be perpetual.

ARTICLE II.

The purposes for which the Corporation is organized are:

- (1) To provide health care services emphasizing long term care; and
- (2) To engage in any lawful activities for which a corporation may be organized under the Washington Business Corporation Act and successor statutes.

ARTICLE III.

The total number of shares of all classes of stock which the Corporation shall have authority to issue is twenty thousand shares (20,000) of common stock (hereinafter sometimes referred to as "Common Stock").

ARTICLE IV.

The holders of shares of Common Stock shall be entitled to receive dividends, if and when declared by the Board of Directors, from time to time from any funds legally available therefor. Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter submitted to a vote at a meeting of the stockholders. Shareholder shall not have the right to cumulate votes for the election of directors.

ARTICLE V.

In furtherance and addition to, and not in limitation of, the powers conferred on directors by law, the Board of Directors is expressly authorized:

- (1) To manage the business and affairs of this Corporation and to appoint and remove all officers, agents, fiduciaries, employees, contractors, counsel, auditors and others and to fix their compensation.
- (2) To exercise all powers conferred on this Corporation and all powers necessary or proper to carry out the purposes of this Corporation which are not expressly reserved to shareholders by statute or these Articles of Incorporation and Amendments thereto.
- (3) To adopt, alter, amend or repeal the Bylaws of this Corporation, subject to repeal or change by action of the shareholders, and except as the Bylaws may otherwise provide.
- (4) To fix the compensation of Directors.
- (5) To authorize or cause to be executed mortgages, liens and encumbrances upon the real and personal property of this Corporation.
- (6) To set apart out of any of the net profits arising from the business of this Corporation a reserve or reserves for any proper purpose or to abolish any such reserve in the manner which it was created.
- (7) To fill any vacancy on the Board of Directors occurring by reason of death, removal, inability to serve or resignation of a Director, or by reason of an increase in the number of Directors, by the affirmative vote of a majority of the remaining Directors.
- (8) To provide generally or specifically for the designation of two or more Directors to constitute an Executive Committee, which committee may have and may exercise all the authority of the Board of Directors in the management of this Corporation, excepting only the authority to amend the Articles of Incorporation; adopt a plan of merger or consolidation; recommend to the shareholders the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all the property and assets of this Corporation other than in the usual course of business; recommend to the shareholders a voluntary dissolution of the Corporation or a revocation thereof; or amending the Bylaws of this Corporation.
- (9) To distribute assets of this Corporation to the shareholders in partial liquidation out of stated capital or capital surplus, in cash or property, in its discretion, if such distribution is otherwise consistent with laws of the State of Washington.
- (10) To create and issue (whether or not in connection with the issuance and sale of any of this Corporation's shares or other securities or obligations) warrants, rights, options or other obligations convertible into, exchangeable for or entitling the holder thereof to purchase from this Corporation, shares of any class or classes of stock. Such warrants, rights, options or other obligations shall be evidenced in such manner as the

Board of Directors shall approve and shall set forth the terms on which, the time or times within which, and the price or prices at which such shares may be purchased from the Corporation upon the exercise of any such warrants, rights, options or other obligations shall not be less than the par value thereof. In the absence of fraud in the transaction, the judgment of the Board of Directors as to the value of the consideration received for such warrants, rights, options or other obligations or the shares underlying them shall be conclusive.

- (11) To issue authorized, but unissued, shares of this Corporation at such times, on such terms and for such type and amount of consideration, not less than the par value thereof if such shares have a par value, as the Board of Directors may determine, and the judgment of the Board of directors as to the judgment of the consideration received shall be conclusive in the absence of fraud in the transaction.
- (12) To purchase, take, receive or otherwise acquire, hold, own, pledge, sell, transfer or otherwise assign shares, securities or other obligations of this Corporation (whether issued, unissued, or treasury shares or securities, and whether in connection with the issuance and sale of any stock, obligations or other securities of this Corporation or otherwise) at such times, on such terms, and for such consideration, whether less than the par value thereof or not, s the Board of Directors shall deem adequate.
- (13) To purchase share or other securities of this Corporation without limitation for the purpose of eliminating fractional shares, collecting or compromising indebtedness of this Corporation, paying dissenting shareholders entitled to payment for their shares under the laws of the State of Washington, the retirement of redeemable shares of this Corporation by redemption or by purchase.

ARTICLE VI.

This Corporation shall have the right to purchase its own shares to the extent of unreserved and unrestricted earned surplus available therefor and to the extent of unreserved and unrestricted capital surplus available therefor.

ARTICLE VII.

If any of these Articles shall be found, in any action, suit or proceeding, to be invalid or ineffective, the validity and effect of the remaining provisions shall not be affected.