

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350418

|   |                                     |                       |                       |
|---|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | MERGER                              |                       |                       |
| <b>EFFECTIVE DATE:</b>  | 06/17/2015                          |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| Micro-Scientific Industries, Inc.   |                                     | 06/08/2015            | CORPORATION: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name:</b>  | Micro-Scientific LLC                |                       |                       |
| <b>Street Address:</b>  | 755 Tri-State Parkway               |                       |                       |
| <b>City:</b>  | Gurnee                              |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                            |                       |                       |
| <b>Postal Code:</b>   | 60031                               |                       |                       |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: ILLINOIS |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                     |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 78363291                            | MICRO-ZYME            |                       |
| <b>Serial Number:</b>   | 77596492                            | OPTI-CIDE 3           |                       |
| <b>Serial Number:</b>   | 75780766                            | OPTI-SCRUB            |                       |
| <b>Serial Number:</b>   | 75193461                            | OPTI-CIDE             |                       |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                       |
| <b>Fax Number:</b>  | 7038367419                          |                       |                       |
| <i>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.</i> |                                     |                       |                       |
| <b>Email:</b>   | bassam.ibrahim@bipc.com             |                       |                       |
| <b>Correspondent Name:</b>  | Bassam Ibrahim                      |                       |                       |
| <b>Address Line 1:</b>  | 1737 King Street, Suite 500         |                       |                       |
| <b>Address Line 4:</b>  | Alexandria, VIRGINIA 22314-2727     |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1030948-000059                      |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Bassam N. Ibrahim                   |                       |                       |
| <b>SIGNATURE:</b>   | /Bassam N. Ibrahim/                 |                       |                       |
| <b>DATE SIGNED:</b>   | 08/05/2015                          |                       |                       |
| <b>Total Attachments: 3</b>   |                                     |                       |                       |
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AGREEMENT AND PLAN OF MERGER  
OF  
MICRO-SCIENTIFIC INDUSTRIES, INC.  
WITH AND INTO  
MICRO-SCIENTIFIC, LLC

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated the 8th day of June, 2015, and is made by and between Micro-Scientific, LLC, an Illinois limited liability company ("Newco"), and Micro-Scientific Industries, Inc., an Illinois corporation (the "Company").

ARTICLE I. THE MERGER

1.1 The Surviving Corporation. At the Effective Time (as hereinafter defined) and in accordance with the terms and conditions of this Agreement, and Section 11.05 *et seq.* of the Illinois Business Corporation Act of 1983 and Section 37-5 *et seq.* of the Illinois Limited Liability Company Act (collectively, the "ILCS"), the Company shall be merged with and into Newco (the "Merger"). At the Effective Time, the separate corporate existence of the Company shall cease, and Newco shall continue its existence as the surviving company under the laws of the State of Illinois (the "Surviving Company").

1.2 Effective Time of the Merger. Articles of Merger shall be filed with the Secretary of State of Illinois, pursuant to Section 11.39 and Section 37-25 of the ILCS, as soon as practicable after the execution and delivery of this Agreement by the parties hereto. As permitted pursuant to Section 11.40 of the ILCS, the Merger shall become effective as of 11:59 p.m. Central Time on the date of the filing of such Articles of Merger by the Secretary of State of Illinois (the "Effective Time").

1.3 Effects of the Merger. The Merger shall have the effect as set forth in the applicable provisions of the ILCS. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, by virtue of the Merger and without any further action on the part of any Party:

- (a) the name of the Surviving Company shall be "Micro-Scientific, LLC";
- (b) the Operating Agreement of NewCo in place as of the date hereof will be the Operating Agreement of the Surviving Company until amended or repealed in accordance with the Act;
- (c) the Articles of Organization of Newco will be the Articles of Organization of the Surviving Company following the Merger until amended in accordance with the ILCS;
- (d) the officers of the Surviving Company shall be the officers of Newco in office immediately prior to the Effective Time;
- (e) without any action on the part of any holder of the following securities, or any other person:

(i) each issued and outstanding unit of Newco shall be converted into and become one fully paid and nonassessable unit of the Surviving Company;

(ii) each issued and outstanding share of common stock of the Company immediately prior to the Effective Time shall automatically be cancelled and retired and cease to exist; and

(f) all the property, rights, privileges, immunities, powers and franchises of Newco and the Company shall vest in the Surviving Company, and all debts, liabilities, obligations and duties of Newco and the Company shall become the debts, liabilities, obligations and duties of the Surviving Company.

## ARTICLE II. MISCELLANEOUS

2.1 Termination. Pursuant to Section 11.05(e) of the ILCS, this Agreement may be terminated and the Merger abandoned by appropriate mutual action taken by the Board of Directors of the Company and the Sole Member of Newco, as the case may be, at any time prior to the Effective Time.

2.2 Captions and Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

2.3 Electronic Transmission. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including in Adobe PDF format) will be effective as delivery of a manually executed signature page to this Agreement.

2.4 Approval of Merger. The Merger has been duly approved by the Board of Directors of the Company and the sole shareholder of the Company, in accordance with Sections 11.05 and 11.20 of the ILCS, and by the Sole Member of Newco, in accordance with Section 37-20 of the ILCS and the terms of its operating agreement.

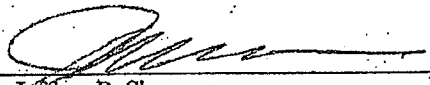
2.5 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

2.6 Further Assurances. The Company and Newco shall execute and deliver such further instruments of conveyance, transfer and assignment, including filing the necessary documents with the Secretary of State of Illinois to complete the Merger and will take such other actions as either of them may reasonably request of the other to effectuate the purposes of this Agreement and to carry out the terms hereof.

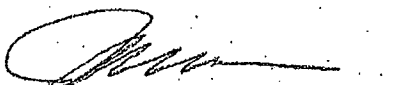
[Signature Page Follows]

IN WITNESS WHEREOF, the Company and Newco have caused this Agreement to be duly executed as of the date first written above.

**MICRO-SCIENTIFIC INDUSTRIES, INC.**

By:   
Name: Jeffrey R. Shannon  
Title: Vice President, Secretary & Treasurer

**MICRO-SCIENTIFIC, LLC**

By:   
Name: Jeffrey R. Shannon  
Title: Vice President, Secretary & Treasurer

CLI-202352818