

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM394361

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/30/2015
RESUBMIT DOCUMENT ID:	900372944

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunmark of New Mexico, Inc.		01/30/2015	Corporation: NEW MEXICO

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Sunmark of New Mexico, LLC	01/30/2015	Limited Liability Company: NEW MEXICO

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Sunmark of New Mexico, LLC
Street Address:	101 East State Street
City:	Kennett Square
State/Country:	PENNSYLVANIA
Postal Code:	19348
Entity Type:	Limited Liability Company: NEW MEXICO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3938341	SUNSOLUTIONS
Registration Number:	2202082	SUNBRIDGE
Registration Number:	2003994	SUNDANCE

CORRESPONDENCE DATA

Fax Number: 4124714094

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: 412.471.8815

Email: assignments@webblaw.com

Correspondent Name: Kent E. Baldauf, Jr.

Address Line 1: The Webb Law Firm

Address Line 2: One Gateway Center, 420 Ft. Duquesne Bl

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER: 4892-140052 140072 140075

NAME OF SUBMITTER:	Kent E. Baldauf, Jr., Reg. No. 36,082
SIGNATURE:	/Kent E. Baldauf, Jr./
DATE SIGNED:	08/09/2016
Total Attachments: 11 source=Merger#page1.tif source=Merger#page2.tif source=Merger#page3.tif source=Merger#page4.tif source=Merger#page5.tif source=Merger#page6.tif source=Merger#page7.tif source=Merger#page8.tif source=Merger#page9.tif source=Merger#page10.tif source=Merger#page11.tif	

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate Of Merger

OF

SUNMARK OF NEW MEXICO, LLC

5012147

The Office of the Secretary of State certifies that the Articles Of Merger, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act

(53-19-1 To 53-19-74 NMSA 1978)

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Merger and attaches hereto a duplicate of the Articles Of Merger.

Dated : **January 30, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



A handwritten signature in cursive script, reading "Dianna J. Duran".

Dianna J. Duran
Secretary of State

JAN 30 2015

ARTICLES OF MERGER
of
SUNMARK OF NEW MEXICO, INC.,
a New Mexico corporation,
with and into
SUNMARK OF NEW MEXICO, LLC,
a New Mexico limited liability company

Pursuant to the terms and conditions of Sections 53-14-4 and 53-19-62.1 of the New Mexico Statutes Annotated ("NMSA"), these articles of merger provide for the merger (the "Merger") of SunMark of New Mexico, Inc., a New Mexico corporation ("SunMark, Inc."), with and into SunMark of New Mexico, LLC, a New Mexico limited liability company ("SunMark, LLC").

- 1) Merger. On the Effective Date of the Merger (as hereinafter defined), SunMark, Inc. will be merged with and into SunMark, LLC. By virtue of the Merger, at the Effective Time of the Merger, the separate existence of SunMark, Inc. shall cease and SunMark, LLC shall continue as SunMark, LLC in the Merger (the "Surviving Company").
- 2) Plan of Merger. As of the date hereof, (a) the board of directors of SunMark, Inc. (the "Board") and the sole member of SunMark, LLC have adopted a Plan of Merger (the "Plan"), attached hereto as Exhibit A, setting forth the terms of the Merger, (b) the Board has recommended the Plan to the sole shareholder of the 1,000 outstanding shares (the "Sole Shareholder") of SunMark, Inc., (c) the Sole Shareholder of SunMark, Inc. has approved the Plan, pursuant to Sections 53-14-1 through 53-14-7 of the NMSA and (d) the sole member of SunMark, LLC has approved the Plan pursuant to Sections 53-19-59 through 53-19-62.3 of the NMSA.
- 3) Effective Date of the Merger. The Merger will become effective upon the filing of these Articles of Merger with the Secretary of State of the State of New Mexico (the "Effective Date of the Merger").
- 4) Articles of Organization. The Articles of Organization, filed with the Secretary of State of the State of New Mexico on January 30, 2015, and the Limited Liability Company Agreement of SunMark, LLC (which may be amended as provided therein in conformity with applicable law) will be the governing documents of the Surviving Company.
- 5) Address. The address of the Surviving Company is:

SunMark of New Mexico, LLC
101 East State Street
Kennett Square, PA 19348

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IN WITNESS WHEREOF, the undersigned has executed this document this 30th day of January, 2015.

SUNMARK OF NEW MEXICO, INC.

By: M Sherman
Name: Michael S. Sherman
Title: Senior Vice President, Secretary and
Assistant Treasurer

SUNMARK OF NEW MEXICO, LLC

By: Sun Healthcare Group, Inc., its managing
member

By: M Sherman
Name: Michael S. Sherman
Title: Senior Vice President, Secretary and
Assistant Treasurer

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Appendix A

Plan of Merger by and among
SunMark of New Mexico, Inc. and SunMark of New Mexico, LLC

[See attached]

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JAN 30 2015

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of January 30, 2015, is entered into by and among SunMark of New Mexico, Inc., a New Mexico corporation ("SunMark, Inc.") and SunMark of New Mexico, LLC, a New Mexico limited liability company ("SunMark, LLC"). The foregoing are hereinafter sometimes collectively referred to as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, Skilled Healthcare Group, Inc., a Delaware corporation ("Skilled") and FC-GEN Operations Investment, LLC, a Delaware limited liability company and the ultimate parent of the Parties ("FC-GEN"), are parties to a Purchase and Contribution Agreement, dated as of August 18, 2014 (as amended by Amendment No. 1 thereto, dated as of January 5, 2015, the "Purchase Agreement"), pursuant to which, among other things, through a series of transactions, the businesses, assets and liabilities of Skilled and FC-GEN will be combined; and

WHEREAS, the board of directors of SunMark, Inc., the managing member of SunMark, LLC, and the managing member of SunMark, LLC in its capacity as the sole stockholder of SunMark, Inc. and the sole member of SunMark, LLC have (i) approved this Agreement, the Merger (as defined below) and the other transactions contemplated by this Agreement and (ii) approved the execution, delivery and performance of this Agreement by SunMark, Inc. and SunMark, LLC, respectively, and the consummation of the Merger and the other transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, the Parties hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the New Mexico Statutes Annotated (the "NMSA"), at the Effective Time, SunMark, Inc. shall be merged with and into SunMark, LLC (the "Merger"). By virtue of the Merger, at the Effective Time, the separate existence of SunMark, Inc. shall cease and SunMark, LLC shall continue as the surviving entity in the Merger (the "Surviving Company").

Section 1.2 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the NMSA. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of SunMark, Inc. shall vest in the Surviving Company, and all debts, liabilities and duties of SunMark, Inc. shall become the debts, liabilities and duties of the Surviving Company, all as provided under the NMSA, this Agreement and other applicable Law.

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Section 1.3 Closing; Effective Time of the Merger. Subject to the provisions of this Agreement, in order to effect the Merger, this Agreement, having been duly executed and acknowledged in accordance with, and in such form as required by, the relevant provisions of the NMSA, shall be filed with the Secretary of State of the State of New Mexico. The Merger shall become effective at the time of the filing of such certificate of merger with the Secretary of State of the State of New Mexico or at such other time as may be mutually determined by the Parties and set forth in such certificate of merger (the time as of which the Merger becomes effective being referred to as the "Effective Time").

Section 1.4 Articles of Organization; Operating Agreement; Officers.

(a) At the Effective Time, the articles of organization as attached hereto as Exhibit A and the limited liability company operating agreement of SunMark, LLC, as in effect immediately prior to the Effective Time, shall be the articles of organization and the limited liability company operating agreement of the Surviving Company until thereafter amended in accordance with the applicable provisions of the NMSA and such articles of organization and limited liability company operating agreement.

(b) The persons who are officers of SunMark, LLC immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Company, until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the limited liability company operating agreement of the Surviving Company as in effect from time to time.

Section 1.5 Cancellation of Common Stock; Surviving Limited Liability Company Interests. At the Effective Time, by virtue of the Merger and without any action on the part of SunMark, Inc. or SunMark, LLC, or any of the equityholders of SunMark, Inc. or SunMark, LLC, each share of common stock in SunMark, Inc. outstanding immediately prior to the Effective Time shall be cancelled. Each limited liability company interest of SunMark, LLC outstanding immediately prior to the Effective Time shall be a limited liability company interest of the Surviving Company from and after the Effective Time.

Section 1.6 Liquidation. For U.S. federal income tax purposes, the Merger shall be treated as a liquidation of SunMark, Inc. under Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"). This Agreement is hereby adopted as a plan of complete liquidation within the meaning of Section 332 of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 Amendment. This Agreement may be amended in writing by the Parties at any time prior to the Effective Time.

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Section 2.2 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

Section 2.3 Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 2.4 Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 2.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Mexico, without giving effect to the choice or conflict of law provisions contained therein.

Section 2.6 Principal Place of Business. The address of the principal place of business of the Surviving Company is:

SunMark of New Mexico, LLC
101 East State Street
Kennett Square, PA 19348

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above.

The Parties have caused this Agreement to be executed as of the date first written

SUNMARK OF NEW MEXICO, INC.

By: M Sherman
Name: Michael S. Sherman
Title: Senior Vice President, Secretary and
Assistant Treasurer

SUNMARK OF NEW MEXICO, LLC

By: Sun Healthcare Group, Inc., its managing
member

By: M Sherman
Name: Michael S. Sherman
Title: Senior Vice President, Secretary and
Assistant Treasurer

[Signature Page to Merger Agreement]

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JAN 30 2015

TRADEMARK
REEL: 005851 FRAME: 0220

Appendix A

Articles of Organization of SunMark of New Mexico, LLC

[See attached]

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