

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/01/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ranbaxy Pharmaceuticals Inc.		08/01/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Sun Pharmaceutical Industries, Inc.		
Street Address:	2 Independence Way		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3022852	OHM	
Registration Number:	1757958	PROCTOSOL-HC	
CORRESPONDENCE DATA			
Fax Number:	6095149779		
<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>			
Phone:	609-720-5394		
Email:	general.ip.mailbox@sunpharma.com		
Correspondent Name:	Sun Pharma		
Address Line 1:	2 Independence Way		
Address Line 2:	Intellectual Property Dept.		
Address Line 4:	Princeton, NEW JERSEY 08540		
ATTORNEY DOCKET NUMBER:	RPI merger - SPII		
NAME OF SUBMITTER:	Christine Kenedy		
SIGNATURE:	/christine kenedy/		
DATE SIGNED:	08/25/2017		
Total Attachments: 8			
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 3, 2017

CT CORP

Re: Document Number F14000003492

The Articles of Merger for SUN PHARMACEUTICAL INDUSTRIES, INC., the surviving Michigan entity were filed on August 1, 2017, effective August 1, 2017.

The certification you requested is enclosed.

Should you have any questions regarding this matter, please feel free to telephone (850) 245-6838, the Amendment Section.

Cheryl R McNair
Regulatory Specialist II
Division of Corporations

Letter Number: 317A00015574

Account number: I20160000072

Amount charged: 78.75

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

TRADEMARK
REEL: 006138 FRAME: 0161

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on August 1, 2017, effective August 1, 2017, for SUN PHARMACEUTICAL INDUSTRIES, INC., the surviving Michigan entity, as shown by the records of this office.

The document number of this corporation is F14000003492.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of August, 2017



CR2EO22 (1-11)

Ken Detzner

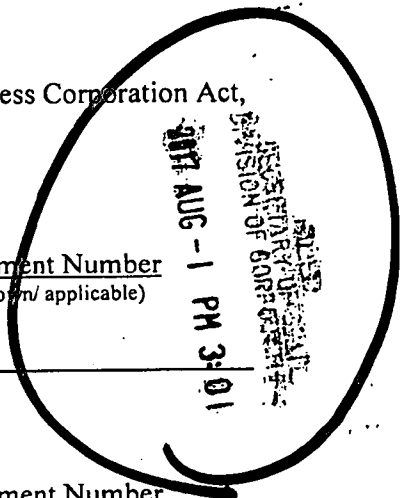
Ken Detzner
Secretary of State

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Sun Pharmaceutical Industries, Inc.	State of Michigan	



Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Ranbaxy Pharmaceuticals Inc.	State of Florida	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 08 / 01 / 2017 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 7/31/2017

The Plan of Merger was adopted by the board of directors of the surviving corporation on N/A and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 7/31/2017

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on N/A and shareholder approval was not required.

(Attach additional sheets if necessary)

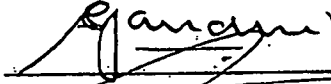
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

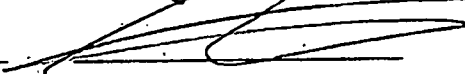
Typed or Printed Name of Individual & Title

Sun Pharmaceutical Industries, I



Abhay Gandhi (CEO & President)

Ranbaxy Pharmaceuticals Inc.



Stephen Manzano (Vice President - Secretary)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is made and entered into on July 31, 2017 between Sun Pharmaceutical Industries, Inc., a Michigan corporation ("**Parent**"), and Ranbaxy Pharmaceuticals Inc., a Florida corporation ("**Subsidiary**").

WHEREAS, Subsidiary is a wholly-owned subsidiary of Parent; and

WHEREAS, Parent and Subsidiary believe that it is in its best interest of each of them that Subsidiary be merged with and into Parent pursuant to the Michigan Business Corporation Act (the "**MBCA**"), including without limitation §§ 450.1701, 450.1711 and 450.1735 of the MBCA, and the Florida Business Corporation Act (the "**FBCA**"), including without limitation §607.1104 of the FBCA, with Parent being the Surviving Entity (as defined below), upon the terms and conditions set forth herein; and

WHEREAS, the Board of Directors of each of Parent and Subsidiary have adopted resolutions approving the Merger (as defined below) and the execution and delivery of this Agreement; and

WHEREAS, the Parent as the sole stockholder of Subsidiary has adopted resolutions approving the Merger and execution and delivery of this Agreement; and

WHEREAS, the stockholders of Parent have adopted resolutions approving the Merger and execution and delivery of this Agreement; and

NOW THEREFORE, in consideration of the forgoing and the terms and conditions contained herein, the parties hereto agree as follows:

1. **The Merger.** Upon the terms and conditions of this Agreement, on the Effective Date (as defined below), Subsidiary shall be merged with and into Parent (the "**Merger**") and Parent shall be the surviving entity (hereinafter, the "**Surviving Entity**") and shall continue its existence under the laws of the State of Michigan. On the Effective Date, the separate existence of Subsidiary shall cease (hereinafter, the "**Terminating Entity**").

2. **Effective Date.** The Merger shall be effected by the filing of a certain Articles of Merger of Ranbaxy Pharmaceuticals Inc. into Sun Pharmaceutical Industries, Inc. signed on behalf of Surviving Entity with the Florida Department of State in accordance with the provisions of the FMBA (the "**Florida Articles of Merger**") and the filing of a certain Certificate of Merger of Ranbaxy Pharmaceuticals Inc. into Sun Pharmaceutical Industries, Inc. signed on behalf of the Surviving Entity with the Michigan Department of Licensing and Regulatory Affairs in accordance with the provisions of the MCBA (the "**Michigan Certificate of Merger**"). Surviving Entity and Terminating Entity shall cause the Florida Articles of Merger and the Michigan Certificate of Merger to be filed promptly after the execution of this Agreement. The Merger shall become effective on August 1, 2017 (the "**Effective Date**").

3. **Outstanding Shares.** The number of outstanding shares of the Terminating Entity is one hundred shares, which share is of one class and is a common share that is entitled to vote. Shareholders of the Terminating Entity who would be entitled to vote and who dissent from the merger pursuant to FMBA s. 607.1321, may be entitled, if they comply with the provisions of the FMBA regarding appraisal rights, to be paid the fair value of their shares.

4. **Certificate of Incorporation, Bylaws, Directors and Officers.** The bylaws of Surviving Entity, as in effect immediately prior to the Effective Date, shall be the bylaws of the Surviving Entity. The directors and officers of Surviving Entity immediately prior to the Effective Date shall be the directors and officers of the Surviving Entity until their respective successors are duly elected and qualified, or until their earlier death, resignation or removal. The Restated Certificate of Incorporation of Surviving Entity, as in effect immediately prior to the Effective Date, shall be the certificate of incorporation of the Surviving Entity.

5. **Conversion of Outstanding Securities of Terminating Entity.** As of the Effective Date, by virtue of the Merger and without any further action on the part of the Surviving Entity or the Terminating Entity, all issued and outstanding securities of the Terminating Entity shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefore.

6. **Vesting of Property Interests upon the Effective Date.** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the FBCA or the MBCA with respect to the legal effect of the Merger, all the real and personal property rights and interests, privileges, franchises, patents, trade secrets, confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Entity, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Entity without further act or deed; and all property, rights and every other interest of the Surviving Entity and of the Terminating Entity shall be as effectively the property of the Surviving Entity as they theretofore were of the Surviving Entity and the Terminating Entity, respectively.

7. **Contracts:** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of either the FBCA or the MBCA, with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Entity is a party shall be automatically assumed by the Surviving Entity. Without limiting the generality of the prior sentence, the Surviving Entity shall be bound by, and hereby agrees to honor, the terms and conditions to which the Terminating Entity is subject as of the Effective Date.

8. **Termination or Amendment of Agreement.**

(a) At any time prior to the Effective Date, this Agreement may be terminated by the Board of Directors of the Surviving Entity or the Terminating Entity.

(b) At any time prior to the Effective Date, this Agreement may be amended by the Board of Directors of the Surviving Entity and the Terminating Entity, provided that an amendment made subsequent to the adoption of this Agreement by the Board of Directors of the

Surviving Entity or the Terminating Entity shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received, (2) alter or change any term of the certificate of incorporation of the Surviving Entity to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement, if such alteration or change would adversely affect the holders of any class or series of securities of the Surviving Entity or the Terminating Entity.

9. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties hereto with respect to the matters herein contemplated. This Agreement supersedes all previous agreements, negotiations and commitments in respect thereto.

10. **Further Assurances.** The Terminating Entity hereby agrees from time to time as and when requested by the Surviving Entity or by its successors and assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Entity may deem necessary or desirable in order to vest in, and confirm to, the Surviving Entity, title to and possession of any and all property of the Terminating Entity acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out all of the intents and purposes hereof. In furtherance of the foregoing, each of the parties hereto agrees to execute and deliver to, or file with, appropriate governmental authorities such additional instruments as may be reasonably required in connection with the consummation of the Merger contemplated hereby.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors in interest.

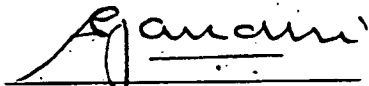
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties hereto, as of the day and year first written above.

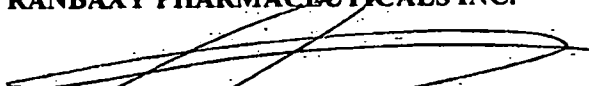
SURVIVING ENTITY:

SUN PHARMACEUTICAL INDUSTRIES, INC.

By: 
Name: Abhay Gandhi
Title: Chief Executive Officer & President

TERMINATING ENTITY:

RANBAXY PHARMACEUTICALS INC.


By: _____
Name: Stephen Manzano
Title: Vice President – General Counsel, Secretary
& Corporate Compliance Officer

Signature Page to Agreement and Plan of Merger